

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2025-0328

Contract #: 20250248

Start date: 4/21/2025

End date: 11/30/2025

Amount: \$ 46,132.26

Contingency Amount: \$ 0.00

Department: Public Works

Total Contract Amount: \$ 46,132.26

Contract Type: Contractor

Contractors Name: H2I Group Inc

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached Self-Certifying Did not disclose

Contract Description: Franklin Loebe Center (FLC) Bleachers Replacement Project



ORLAND PARK

AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND H2I Group, Inc. FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made April 21, 2025, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and H2I Group, Inc. (hereinafter referred to as “Consultant”) for the performance of certain professional services for the Village in connection with Franklin Loebe Center (FLC) Bleachers Replacement Project (hereinafter referred to as the “Project”, the “Work”, or the “Services”).

WITNESSETH:

In consideration of the mutual covenants set forth herein by the Village and the Consultant (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. **Scope of Work:** The Consultant agrees to and shall timely perform and fully complete the “Scope of Services” as set forth in:

- The Consultant’s Proposal No.127072 R, and dated March 28, 2025; and/or
- Village of Orland Park RFQ/RFP/Purchase Order No. _____.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). The terms, conditions and specifications set forth in Village’s Request for Qualifications (RFQ), Request For Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant’s Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s RFQ, RFP, and/or Purchase Order shall control.

2. **Payment:**

A. **Compensation:** The Village agrees to pay the Consultant, and the Consultant agrees to accept as compensation for all Services and/or Work and/or the Project required by this Agreement the amount(s) set forth as follows:

- the amount(s) set forth on Exhibit A (the “Consultant’s Proposal”);
- the amount(s) based upon the Schedule of Fees set forth on Exhibit B attached hereto and thereby made a part hereof; and

A not-to-exceed amount of \$46,132.26 (“Contract Price”)

(i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$46,132.26. Said price shall be the total compensation for Consultant’s performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Consultant. In the event the Consultant incurs cost in excess of the sum authorized for service under this Agreement, the Consultant shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Consultant shall have no claim against the Village on account thereof. For the avoidance of doubt, in no event shall Consultant be entitled to receive more than this

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not-to-exceed amount and this amount includes all costs incurred by Consultant in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by the Consultant or others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Consultant to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Consultant's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Consultant represents, warrants and covenants to the Village that it will not, nor will Consultant have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Consultant as set forth above

B. Invoices: The Consultant agrees to and shall prepare and submit:

an invoice to the Village which the Village shall pay upon completion and approval of the Work; or

invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Consultant.

C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.

D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant, and all such errors or omissions must be corrected by the Consultant at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.

E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

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- F. Records: The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.
3. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:
- Scope of Services as set forth in the Consultant's Proposal No.127072 R dated March 28, 2025 (Exhibit A)
 - Schedule of Fees (Exhibit B)
- In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.
4. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
- A. Time is of the essence in this Contract. The Services to be performed by the Consultant under the Contract Documents shall commence no later than April 21, 2025 (hereinafter the "Commencement Date"), and shall be completed no later than November 30, 2025 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
- B. Progress Reports. The Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).
5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

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7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Mike Mazza
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6108
Email: mmazza@orlandpark.org

To the Consultant:

Name: Michael Weiler
Company: H2I Group, Inc.
Address: 157 Eisenhower Ln N
City, State, Zip: Lombard, IL, 60148
Telephone: 630-812-0026
Email: mweiler@H2IGroup.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
 - C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an

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- initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
 - E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office (“ISO”) Commercial General Liability occurrence form CG 00 01 04 13 with the “Village of Orland Park and its officers, officials, employees, agents and volunteers” named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

(a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant’s work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

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- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
- (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto":
\$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
- (iii) Workers' Compensation Insurance:
Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.
- (iv) Professional Liability:
 - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
 - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- (v) Umbrella Policy:
If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy

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shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.

- (vi) Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
 - (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
 If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each

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- Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.
- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.
12. Indemnity:
- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Consultant, its employees, or subconsultants, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed

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officials, employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
 - C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
 - D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
 - E. Neither the Village nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
 - F. The provisions of this Paragraph 12 shall survive any termination of the Contract.
13. Village Confidential Information:
- A. Consultant warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
 - B. The provisions of this Paragraph 13 shall survive any termination of the Contract.
14. Professional Standard: The Consultant hereby covenants and agrees that the Consultant will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:
- A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
 - B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements

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- of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
- C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
16. Compliance with Laws: Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"),

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Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.

17. Equal Employment Opportunity: The Consultant shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Consultant shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Consultants under this order are explained in 41 CFR 60-4. The Consultant shall fully comply with all applicable provisions of the Illinois Human Rights Act.
18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its subconsultants agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.
20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village

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from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.

21. Independent Contractor: It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Agreement and the related Contract Documents shall be in effect from the date of the Contract until the completion of the Services, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon 15 days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal.
26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

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- 29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
- 30. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
- 31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

H2I Group, Inc.

VILLAGE OF ORLAND PARK

E-SIGNED by Tom Nessa
By: on 2025-05-22 16:03:08 GMT

E-SIGNED by George Koczwara
By: on 2025-05-22 22:08:24 GMT

Name: Tom Nessa

Name: George Koczwara

Its Vice President

& Authorized Agent

Title: Village Manager

EXHIBIT A
[ATTACH]
Scope of Work as set forth in Consultant's Proposal No.127072 R dated March 28, 2025
and/or in Village Proposal Number _____ dated _____

EXHIBIT B
[ATTACH IF REQUIRED]
Schedule of Fees

1403580-01-13-13



Exhibit A

H2I Group
157 Eisenhower Lane North
Lombard, IL 60148

Quote: 127072 R

TO: Village of Orland Park
Attn: Mike Mazza
Phone: 708-403-6108
Email: mmazza@orlandpark.org

Date: 3/28/2025
Project: FLC Bleachers
Location: Orland Park, IL

We propose to furnish & install the following as manufactured by Irwin Seating using standard design, materials, construction sizes and colors.

Telescoping Gym Seating
H2i Group to Install the Following Stationary Bleachers.

- Brand / Model: Irwin VersaTract with Standard Deck Seating Requirements
- Quantity / Length: 2 Bleachers @ 16'-4"W
- Aisles: One (1)
- Rows: Five (5) Rows
- Seats: 84
- Rise: 10"
- Spacing: 22"
- Rails: Left, right, and end
- Decking: 5/8" Panelam / Standard 11-inch Deck Level Filler
- Seats: Infinity Seats (18" Wide)
- End Curtains: Standard
- All Colors: Standard

Bleachers to be provided using OMNIA Partners cooperative contract pricing.
(OMNIA Partners Contract #R240106)

Omnia Contract Material Price:	\$25,037.26
Installation	\$19,485.00
Freight	\$1,610.00
Tax	\$0.00
Total: Material, Labor & Freight	\$46,132.26

TERMS: Net 30 Days

ACCEPTED: Company _____ RESPECTFULLY,
 Name _____ **HALDEMAN-HOMME, INC.**
 Date _____ By _____

PURCHASE ORDER # _____ Michael Weiler

Note: This quotation is offered for acceptance within 45 days and is subject to revision beyond that time.

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Terms and Conditions per the Professional Services Agreement between the Village of Orland Park and H2I Group dated April 23, 2025, will apply.

H2I Group
157 Eisenhower Lane North
Lombard, IL 60148

Exclusions

1. ~~State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials.~~
2. ~~Demo or disposal of existing bleachers, Removal or relocation of any mechanical or electrical items, Refinishing or repairing any walls or flooring exposed by existing bleacher removal, Removal of existing equipment on the floor in the work areas, Storage of material, Overtime labor, Logos, artwork, and graphics design, Custom colors, Bonds, Permits, Union labor - prevailing wage is provided. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster provided by H2I, leaving the premises broom clean and orderly.~~
3. ~~50% Down payment is required for new customers and or private facilities~~
4. ~~Payments Made by Credit Cards Are Subject To A 3% Processing Fee~~
5. ~~Purchase Order Number Required~~
6. ~~We reserve our right to a schedule extension; change orders for additional costs (including but not limited to material escalation; labor rate increases; acceleration costs; shipping costs; storage costs; administration overhead; tariffs, etc.) related to any occurrence of an event which is outside of our reasonable control and which prevents us from performing our obligations (Examples but not limited to: acts of God; strikes or other labor disturbances; delays in transportation; war; acts of terrorism; epidemics (such as COVID-19); etc.~~

H2I Group Inc. Terms and Conditions

General

These terms and conditions are a component part of the attached proposal and constitute the entire agreement between H2I Group Inc. (hereinafter H2I). By signing the proposal, Customer acknowledges that they understand and accept the proposal and the following terms and conditions. All work shall be done in accordance with the attached proposal unless otherwise provided for in writing and signed by H2I. Applicable sales, excise and use taxes are not included unless otherwise stated in the proposal. Tax exempt entities hereby agree to furnish tax exemption certificates when requested on non-taxable materials. Material Only Contracts: Responsibility for the unloading, handling, storage and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading and inspecting materials and filing freight claim for any shortage or damage of materials. Delivery and freight charges are not included unless otherwise stated in the proposal.

Site Conditions

A smooth, level and clean sub-floor shall be provided or as required by H2I. Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation. Delays due to circumstances beyond the control of H2I shall entitle H2I to an equitable adjustment of time and contract price.

Acceptance

This proposal may be accepted within 30 days subject to credit approval. H2I reserves the right to revoke this offer prior to acceptance by customer. Customer agrees that, by signing, grant authority to credit bureaus to release credit history information for the purpose of establishing credit with H2I and its subsidiaries. H2I and its subsidiaries may, if payment for work performed by H2I will pass thru from a third party require a credit application, joint check agreement with the property owner/end user if the property owner/end user is a separate entity from the Customer, a copy of the Customer's payment bond, and/or a personal guarantee, as a condition of credit approval. Customer agrees that payments received from a third party for services performed by H2I shall be held in trust and first paid to H2I for material and labor costs paid by H2I.

Installation

This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening and weekend work is available at additional charge. Customer agrees to provide H2I with sufficient and timely unloading facilities, dock and elevator access as needed at no additional cost to H2I. Customer shall provide temporary, secure storage for materials prior to installation. Customer shall provide adequate electrical power, lighting, water and restroom facilities during installation. Customer shall provide area that is free and clear and prepared for installation.

Engineering

All engineering, proposal drawings, specifications shall represent H2I's investment in engineering skill and development and remain the property of H2I. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to H2I's interests.

Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from H2I and Customer.

Liability

H2I shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. H2I shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work. H2I indemnity obligations to the Customer and owner are limited to the liability created by the gross negligence of Haldeman-Homme Holdings, its employees or subcontractors. In the event the terms of this agreement conflicts with the Customer's proposal or purchase order the parties acknowledge and agree the terms of this agreement shall control.



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H2I Group
157 Eisenhower Lane North
Lombard, IL 60148

Payment

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where materials are stored or staged temporarily at the job site or in offsite or bonded warehouse, customer shall pay for materials and reasonable storage charges. The failure of the Customer to make payments within contract terms shall entitle H2I, in addition to all other rights, to suspend all work and shipments and shall further entitle H2I to an extension of time of performance of the work. No payments shall be withheld from or penalties assessed against H2I due to causes for which H2I is not responsible.

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due H2I may without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on the account. H2I reserves the option to exercise its lien rights at all times in accordance with applicable law to secure collection of amounts due. Applicant will be liable for all expenses of collection with or without suit, including all court costs and reasonable attorney's fees to the extent under applicable state law. Venue shall be the State District Court of Minnesota.

Disputes

Customer and H2I hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

Cancellation

An officer of H2I must approve cancellation requests in writing. In order to compensate H2I for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by H2I.

Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY H2I.

Insurance

H2I maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named insureds.

Codes

Customer, architect and/or contractor shall be responsible for all local, state and federal agency code compliance, permits, fees, design, engineering and testing. H2I does not provide professional liability or pollution insurance for any of these services. Costs for any and all such services are not included in this proposal.

Signature: _____ Name: _____ Date: _____
(Please Print)



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Furniture, Installation, and Related Services

Region 4 ESC - TX

Contract Number: R240106

Initial Term: December 17, 2024 through December 31, 2027

Renewal Options: Option to renew for two (2) additional one-year periods through December 31, 2029

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Contract Update 1

Response Evaluation

- Supplier Response to RFP
- Evaluation Documentation

Solicitation Process

- Original RFP Document
- RFP Opening Documents
- RFP Questions and Answers
- RFP Receipt List

Previous Contract

- R191805

REGION 4 EDUCATION SERVICE CENTER (ESC)

Contract # R240106

for

FURNITURE, INSTALLATION, AND RELATED SERVICES

with

IRWIN SEATING COMPANY

Effective: December 17, 2024

The following documents comprise the executed contract effective: December 17, 2024

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP
- III. Request for Proposal and Any Addenda, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of December 17, 2024 by and between Irwin Seating Company ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of F R I R , I S I , D R D S R I C S ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP 24-01 for FURNITURE, INSTALLATION, AND RELATED SERVICES ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract. Notwithstanding the foregoing, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to

moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo

or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.



Company Name Irwin Seating Company

Address 3251 Fruit Ridge Ave NW

City/State/Zip Grand Rapids MI 49544

Telephone No. 616-574-7341

Email Address spence.benedict@irwinseating.com

Printed Name Spence Benedict

Title Sr. Regional Sales Manager

Authorized signature

Spence Benedict

Accepted by Region 4 ESC:

Contract No. R240106

Corrected to 12/31/2027

DS
CW

Initial
AS

Initial Contract Term 12/17/2024 to ~~10/21/2027~~

Linda Tinnerman
Region 4 ESC Authorized Board Member

12/17/2024
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

12/17/2024
Date

Victor E. White
Print Name



24-01 Addendum 6

Irwin Seating Company

Supplier Response

Event Information

Number: 24-01 Addendum 6
Title: Furniture, Installation, and Related Services
Type: Request for Proposal
Issue Date: 4/11/2024
Deadline: 6/13/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE #2

Meeting to be held on
Wednesday, May 1, 2024 at 10:00 am CST
via ZOOM. Click [here](#) to join.

Meeting to be held on
Wednesday, April 24, 2024 at 10:00 am
via ZOOM. Click [here](#) to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092

Email: questions@esc4.net

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.



Company Name Irwin Seating Company
Address 3251 Fruit Ridge Ave NW
City/State/Zip Grand Rapids MI 49544
Telephone No. 616-574-7341
Email Address spence.benedict@irwinseating.com
Printed Name Spence Benedict
Title Sr. Regional Sales Manager

Authorized signature *Spence Benedict*

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Irwin Seating Company Information

Contact: Andrew Reinecke
Address: 3251 Fruit Ridge Ave NW
Grand Rapids, MI 49544
Phone: (616) 574-7400
Email: andrew.reinecke@irwinseating.com
Web Address: www.irwinseating.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Spence Benedict
Signature

spence.benedict@irwinseating.com
Email

Submitted at 6/11/2024 10:07:24 AM (CT)

Supplier Note

Dear Region 4 ESD, Irwin is pleased to submit our response to RFP 24-01, Furniture, Installation, and Related Services. If there are any questions about our submission, please do not hesitate to contact me. Sincerely, Spence Benedict Sr. Regional Sales Manager 616-574-7341 spence.benedict@irwinseating.com

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

OFFER AND CONTRACT
SIGNATURE FORM.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

Appendix B - Terms & Conditions
Acceptance Form.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Ack and Acceptance of Region 4
ESC Open Records Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

OMNIA Partners - Exhibit F Federal Funds Certifications

OMNIA Partners - Exhibit F
Federal Funds Certifications
Form.pdf

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

Value Add

Attachment 5 - Value Add.pdf

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Antitrust Certification Statements

Antitrust Certification
Statements.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

Form 1295 Certificate
101215636.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Diversity Program Certifications

No response

If there are any diversity programs, provide a copy of their certification.

Minority Women Business Enterprise Certification

No response

Please upload Minority Women Business Enterprise Certification if applicable.

Submit FEIN and Dunn & Bradstreet report.

Irwin Seating Company-
DUNS006015424_05-21-2024
(1).pdf

Upload FEIN and Dunn & Brandstreet report here.

Products and Pricing

Irwin Pricing Proposal - Price
List.pdf

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification

No response

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Historically Underutilized Business (HUB) Certification

No response

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Texas Government Code 2270 Verification Form

Texas Government Code 2270
Verification Form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

Historically Underutilized Business Zone Enterprise (HUBZone)

No response

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder

No response

Please upload other recognized diversity certificate holder if applicable.

OMNIA Partners - Exhibit F Federal Funds Certifications

OMNIA Partners - Exhibit F
Federal Funds Certifications
Form.pdf

Please complete the OMNIA Partners - Exhibit F Response for National Cooperative Contract located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

New Jersey Compliance
Documents.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Response Attachments

Irwin Seating Company Authorized Dealer List 6-2024.pdf

Authorized Dealer List 6-2024

ISC-Warranty-Indoor.pdf

Fixed Seating Warranty

ISC-Warranty-Gathr.pdf

Gathr Chair Warranty

ISC-Warranty-Telescopic.pdf

Telescopic Product Warranty

6-11-2024 Exhibit A-B National Agreement Response.pdf

Irwin Response to Exhibit A-B National Agreement - Omnia

Bid Attributes

1	Oral Communication Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal. <input checked="" type="checkbox"/> I have read and agree.
2	Scope of Work Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below. <input checked="" type="checkbox"/> I have read and agree.
3	Terms and Conditions Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below. <input checked="" type="checkbox"/> I have read and agree.
4	Products/Pricing - Upload on Response Attachments Tab Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable) <ul style="list-style-type: none">• Manufacturer Part #• Offeror's Part # (if different from manufacturer part #)• Description• Manufacturers Suggested List Price and Net Price• Net price to Region 4 ESC (including freight)
5	Is pricing available for all products and services? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6	List the category or categories you are offering. <div style="border: 1px solid black; padding: 2px;">Music/Auditorium/Theater/Performing Arts, Seating/Chairs, Services & Support Solutions</div>
7	Furniture Offerings New, Used, Parts, Accessories, Service and Repair, Trade-Ins, Leasing/Financing and providing pricing structure for each of these items. <div style="border: 1px solid black; padding: 2px;">Irwin Seating manufactures fixed audience seating for all type of public assembly spaces. We are also the leading manufacturer of telescopic seating systems (bleachers), and high density commercial grade folding chairs. Most all our projects include project specific delivery and complete on site installation.</div>

8 Minimum Quantities

Describe any minimums quantities.

10 chairs for fixed seating and folding chair seating. Telescopic seating system design determines minimum size/quantity.

9 Custom or special orders

What is the ability to provide custom or special order furniture products? Include catalogs and any fees related to custom or special orders.

Irwin has the capacity to design and manufacture non-standard products. Cost is determined by the complexity of the request. Certain custom items (logo work for example) is included as standard product in our price list.

1 Describe ordering methods, tracking, and reporting.

Most all orders are received as purchase orders from participating agencies. Upon receipt of order, we assign a Project Coordinator who sets up a customer ID number and order number in our CPQ system. With this information we can begin to develop a critical dates schedule and process submittal drawings and product submittals that are a typical part of our process. With drawing approval, color selections, etc. the Project Coordinator will release the order to our PLEX MRP system for manufacturing. PLEX also generates the reporting we use to track purchase contract activity accurately.

1 Shipping Costs

Describe any shipping charges.

1. Describe delivery charges along with definitions for:
 - a. Dock Delivery
 - b. Inside Delivery
 - c. Deliver and Install

Products offered are manufactured in Grand Rapids, Michigan or Altamont, Illinois. Pricing offered in our response is FOB Factory, with freight and installation being quoted on a per project basis considering the project size, scope, delivery logistics and installation logistics/wage requirements. Each proposal offered under the resulting contract would clearly show list price, discount from list price, member net price, delivery charge, and installation charge.

1 Warranty Pricing

Provide pricing for warranties on all products and services.

Irwin Seating Company provides Parts & Service, and Warranty Service through our Quality Assurance Department. Within Quality Assurance our Customer Technical Services staff handles all requests for warranty service, from first contact through execution of the service on site. On site warranty service is either executed by Irwin Seating Company service techs, or via a network of authorized service providers located across the country. Our Parts and Service team fields all incoming requests for maintenance parts, as well as requests for service and repairs unrelated to warranty. There is no charge/cost to customer for warranty coverage or service provided under our standard warranty.

1 Describe any return or restocking fees.

Since all our products are manufactured for each specific customer's order we are unable to accept returns on most all items. Each order has a detailed submittal and approval process that allows customers opportunity to review and formally approve their products before manufacturing and shipment.

1 Discounts or Rebates

Describe any additional discounts, special offers, promotions or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Irwin reviews each large project to insure that contract net pricing (after standard contract discount) is in line with the scope of the project. In cases where additional discount is warranted, it is applied as a line item in addition to the standard contract discount.

1 5	<p>Verification of Contract Pricing</p> <p>Describe how customers verify they are receiving Contract pricing.</p> <p>All proposals made under the contract will clearly reference the contract number, indicate the product list pricing, show the contract discount (50% discount from list price), and agency net price. To verify compliance, customers could compare pricing listed on the proposal with pricing included in the publicly available Purchase Contract Price List . This will be consistent for quotes developed by Irwin Seating Company as well as our Field Partners.</p>
1 6	<p>Payment Methods</p> <p>Describe payment terms and methods offered. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.</p> <p>Irwin Seating Company would typically extend Net 30 terms to public agencies where there is minimal risk of non-payment. Our invoices are generated at time of shipment. Payment is accepted via check or ACH for projects (credit card/p-card payment not available). Our Parts & Service Department does accept credit card payments for parts orders.</p>
1 7	<p>Frequency of Pricing Updates</p> <p>Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract. Updates may be no more frequently than quarterly.</p> <p>General pricing updates would be submitted annually in November. Pricing submitted with our response would be valid from contract award through 2025. In November 2025 we would submit our update for 2026. If there are significant product additions or discontinuations we would address those on a case-by-case basis.</p>
1 8	<p>Future Product Introductions</p> <p>Describe how future product introductions will be priced and align with Contract pricing proposed. What is the proposed frequency for new product introductions?</p> <p>We anticipate that all future product introductions will allow us to maintain contract list price, discount, and net price structure as offered in this RFP response. New product introductions would be submitted no more than semi-annually.</p>
1 9	<p>Are repurpose or end of life programs offered? If so, explain the process.</p> <p>Our products typically serve customers for 20+ years before replacement. At time of replacement, community based recycle programs will typically accept the steel components, aluminum components,</p>
2 0	<p>Are product loaner programs available? If so, explain the requirements.</p> <p>Irwin does not have any type of "loaner program".</p>
2 1	<p>Describe experience with Prevailing Wage and Bacon-Davis.</p> <p>The majority of Irwin Seating Company's work is completed in the public sector where prevailing wage rules, certified payroll reporting, and on federal projects Davis-Bacon wage compliance is required. Irwin executes work in all 50 states and we are familiar with requirements in each state.</p>
2 2	<p>Not to Exceed Pricing</p> <p>Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.</p>

2 3	<p>Special Offers/Promotions</p> <p>In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the no-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.</p>
2 4	<p>Federal Funding Pricing</p> <p>Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.</p> <p><input checked="" type="checkbox"/> Agree <input type="checkbox"/> Disagree</p>
2 5	<p>Appendix D, Exhibit A, OMNIA Partners Response for National Contract</p> <p>Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.</p>
2 6	<p>Appendix D, Exhibit B, OMNIA Partners Administration Agreement</p> <p>The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.</p>
2 7	<p>Appendix D, Exhibits F and G</p> <p>Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.</p>
2 8	<p>Emergency Orders</p> <p>Describe how Offeror responds to emergency orders.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Irwin Seating Company builds all products "to order" and as such there really isn't a process to respond to "emergency orders". We do have a process to expedite DASH orders to address issues that come up at time of installation. We also have ability to expedite parts orders for our customers.</p> </div>
2 9	<p>What is Offeror's average Fill Rate?</p> <div style="border: 1px solid black; padding: 5px;"> <p>The nature of our work doesn't allow us to calculate "fill rate". We do track "on-time and complete" shipments to our customers and are consistently 95% + on time and complete.</p> </div>
3 0	<p>What is Offeror's average on time delivery rate?</p> <p>Describe Offeror's history of meeting the shipping and delivery timelines.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Our typical project lead-time is 8-16 weeks. We have an extensive product line, and our project size varies greatly, so our lead-times are dependent on the scope of work and type of product. As indicated in our earlier response, we typically ship our projects on time and complete 95%+ of the time.</p> </div>

3 1	<p>Describe Offeror's history of meeting the shipping and delivery timelines.</p> <p>Our typical project lead-time is 8-16 weeks. We have an extensive product line, and our project size varies greatly, so our lead-times are dependent on the scope of work and type of product. We typically ship our projects on time and complete 95%+ of the time, but are also flexible enough to adapt to shifting construction schedules when requested to do so.</p>
3 2	<p>Describe Offeror's return and restocking policy.</p> <p>Since all our products are manufactured for each specific customer's order we are unable to accept returns on most all items. Each order has a detailed submittal and approval process that allows customers opportunity to review and formally approve their products before manufacturing and shipment.</p>
3 3	<p>Describe Offeror's ability to meet service and warranty needs.</p> <p>Irwin Seating Company provides Parts & Service, and Warranty Service through our Quality Assurance Department. Within Quality Assurance our Customer Technical Services staff handles all requests for warranty service, from first contact through execution of the service on site. On site warranty service is either executed by Irwin Seating Company service techs, or via a network of authorized service providers located across the country. Our Parts and Service team fields all incoming requests for maintenance parts, as well as requests for service and repairs unrelated to warranty.</p>
3 4	<p>Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.</p> <p>Our Customer Technical Services reps are based in our Grand Rapids, Michigan corporate headquarters. They are available via phone M-F from 8AM to 5PM EST. Our Parts and Service representatives are on the same schedule.</p>
3 5	<p>Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.</p> <p>Irwin Seating Company would typically extend Net 30 terms to public agencies where there is minimal risk of non-payment. Our invoices are generated at time of shipment. Payment is accepted via check or ACH for projects (credit card/p-card payment not available). Our Parts & Service Department does accept credit card payments for parts orders.</p>
3 6	<p>Transition Plan</p> <p>Describe Offeror's contract methodology/implementation/customer transition plan.</p> <p>Irwin Seating Company will conduct extensive internal communication and training upon award of the contract. As we currently have an Omnia Partners contract this is not new, but we will have a new level of sales and marketing promotion in an effort to maximize participation in the contract. Irwin Seating Company has a direct (employee) sales force of 12 (Regional Sales Managers and Territory Sales Managers) which work with customers directly, but also oversee our network of Field Partners (distributors, dealers, sales agents, etc.) across North America. Our Field Partner network is very robust, provides coast-to-coast coverage, and would have in excess of 100 sales persons involved with promotion of a contract resulting out of this RFP process.</p>
3 7	<p>Describe the financial condition of Offeror.</p> <p>See attached D&B report and audited financial statement. Our FEIN is 38-1333053.</p>
3 8	<p>Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.</p> <p>Our website is www.irwinseating.com . Due to the complexity of our product, and the fact that there must be architectural coordination prior to ordering, we do not use the web-site as a portal for placing orders. The website contains a wealth of product information, company information, planning information, that is useful for customers and design professionals that are planning a fixed seating or telescopic seating project.</p>

3 9	<p>Describe the Offeror's safety record.</p> <p>Irwin Seating Company has a strong commitment to safety. We employ behavioral based safety that encourages each employee to actively consider the environment, and their actions in that environment, in terms of safety. Our goal is to have a very safe workplace, one where employees leave work each day, and at the end of their time with our company, in better physical condition that before. We would be pleased to provide our OSHA 300 log summary reports if requested.</p>
4 0	<p>Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?</p> <p>Irwin Seating Company has a documented record of environmental leadership. See attached environmental policy statement.</p>
4 1	<p>Describe any social diversity initiatives.</p> <p>Our company has an active EEOC program at all our corporate and manufacturing facilities. Additionally, our installation sub-contractors often have HUB or MBE/WBE/SBE certifications.</p>
4 2	<p>Provide example(s) of general guidance on executing strategies for successful adoption of new polices, processes and procedures.</p> <p>Irwin Seating is dedicated to Lean Manufacturing and Continuous Improvement in all areas of our operations. Irwin has a Director level individual that leads our Continuous Improvement activities company wide.</p>
4 3	<p>Provide a brief history of the Offeror, including year it was established and corporate office location.</p> <p>Irwin Seating Company was founded in 1907 and is the largest manufacturer of fixed audience seating and telescopic seating systems in North America. All of our products are manufactured in Grand Rapids, Michigan (Seating) or Altamont, Illinois (Telescopic Seating Systems). These two "specialty" products are our entire focus and as such we bring significant technical expertise to each project we are involved with.</p>
4 4	<p>Describe Offeror's reputation in the marketplace.</p> <p>Irwin Seating Company has a reputation in our industry for building high quality products that represent beset value. Our goal is to build products that are comfortable, durable, and good looking. All at a price that represents best value when compared to our competition. As one of the only manufacturers that continues to build our products here in the USA we are able to respond to our customers' needs more quickly, both in terms of their initial order as well as when future service might be required.</p>
4 5	<p>Describe Offeror's reputation of products and services in the marketplace.</p> <p>Irwin Seating Company has a reputation in our industry for building high quality products that represent beset value. Our goal is to build products that are comfortable, durable, and good looking. All at a price that represents best value when compared to our competition. As one of the only manufacturers that continues to build our products here in the USA we are able to respond to our customers' needs more quickly, both in terms of their initial order as well as when future service might be required.</p>
4 6	<p>Describe the experience and qualifications of key employees.</p> <p>The following are key points of contact at Irwin Seating Company: Executive Support: Colin W. (Coke) Irwin - coke.irwin@irwinseating.com Marketing: Lisa Zabvaski - lisa.zabvaski@irwinseating.com Sales: Andy Reinecke - andy.reinecke@irwinseating.com Sales Support: Anne Chapman - anne.chapman@irwinseating.com Financial Reporting: Cara Obert - cara.obert@irwinseating.com Accounts Payable: Sarah Verkaik - sarah.verkaik@irwinseating.com Contracts: Spence Benedict - spence.benedict@irwinseating.com</p>

4 7 Authorized Distributors/Dealers Listing

Provide a current Authorized Distributors/Dealers Listing. Provide the names and addresses of each authorized distributor/dealer by geographical area. Do not include certification documents with response. Participating agencies may obtain certification documents upon request.

1. Propose the frequency of authorized distributor/dealer updates.
2. How are participating public agencies able to confirm who are the Authorized Distributors/Dealers for the contract offering?

Please see attached list of authorized dealers. Dealer lists will be updated semi-annually.

4 8 Describe Offeror's experience working with the government sector.

A significant percentage of Irwin Seating Company products install into public buildings. Public education, higher education, City/County owned sports and entertainment facilities, as well as some projects in federal government (although we've never had a GSA contract). Our work often requires that we hold a contractor's license and as such we maintain those licenses in states which require them.

4 9 Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Irwin Seating Company is not currently, and has not been, involved with any litigation that is relevant to this RFP. We have not been involved with any bankruptcy or reorganization.

5 0 References

Provide a minimum of 3 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Michigan State University Wharton Center for the Arts. Jarrod Bradford 517-884-3104 jarrod.bradford@whartoncenter.com Scope of Work: Replacement of 2,000+ chairs at Wharton Center

Northwestern University Ryan-Walter Athletic Complex Carrie Forsman 847-491-8686 c-forsman@northwestern.edu Scope of Work: Replacement of 8,500 chairs and telescopic platforms. AeCom Hunt Construction Tab Baker, Sr. VP 602-225-9500 tab.baker@aecom.com Scope of Work: Various projects across USA

BCA Associates Consulting Bill Conner, Principal 708-983-5792 bill@bcaworld.com Scope of Work: Theatre consultant on many Irwin Seating projects.

5 1 Value Add

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

A significant value add Irwin offers is our focus on the specialty items we manufacture. Fixed audience seating and telescopic seating systems require planning and coordination with building architecture. The experience and expertise Irwin employees and our dealer partners bring to each project is vital to the success of the project.

5 2 Value Add

Furniture and related products not noted in categories can be included as a Value Add, include any fees such as installation, delivery options, setup/cleaning, design/layout, custom, special orders, etc.

5 3 Competitive Range

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

5 4 Past Performance

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

55 Additional Investigations
Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

56 Supplier Response
Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

57 Brief history and description of Supplier to include experience providing similar products and services.
Irwin Seating Company specializes in fixed audience seating and telescopic seating systems and has been doing so since 1907. We have a very broad product line to serve the needs of the Education, Performing Arts, Worship, Sports, and Cinema markets. We are also unique in that we manufacture all products offered for his contract in our own factories, in a time when most (if not all) of our competitors have out-sourced manufacturing to partners outside the United States. Properly representing, auditorium seating and telescopic seating systems require both product knowledge and product application knowledge. As we specialize in these products our sales people, and our Field Partner sales people provide value added service before and during the sale. Product quality is also very different from company to company and Irwin Seating Company is confident a after a detailed comparison of our products and our competitors' products it will be clear that Irwin Seating Company products provide the most comfortable, durable, and good-looking solution – at a price that represents best value.

58 Total number and location of salespersons employed by Supplier.
Irwin Seating currently has 8 Regional Sales Managers across the country, 3 Territory Sales Managers (Michigan, Indiana, and Arizona), and two specialty National Sales Managers (Major Architects and Large Sports Projects). This "Factory Direct" team members work with a network agents and dealers to serve our customers.

59 Number and location of support centers (if applicable) and location of corporate office.
Irwin's corporate offices and manufacturing facilities are located in Grand Rapids, Michigan and Altamont, Illinois. We have dealer/agent sales and support coverage across all 50 states.

60 Annual sales for the three previous fiscal years.
\$95765000

61 Annual sales for the three previous fiscal years.
\$133769000

62 Annual sales for the three previous fiscal years.
\$137512000

63 Describe any green or environmental initiatives or policies.
Irwin Seating Company has a documented record of environmental leadership. See attached environmental policy statement.

64 Diversity Programs
Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
Irwin Seating Company is not a M/W/SBE enterprise, but often our Field Partners can offer M/W/SBE participation by hiring a certified installer that holds appropriate certifications. Irwin Seating Company is not a HUB business, but often our Field Partners can offer HUB participation by hiring a certified installer that holds appropriate HUB certifications.

6 5	Minority Women Business Enterprise <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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6 6	If yes, list certifying agency: Irwin is not MWBE, SBE, etc.
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6 7	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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6 8	If yes, list certifying agency: Irwin is not MWBE, SBE, etc.
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6 9	Historically Underutilized Business (HUB) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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7 0	If yes, list certifying agency: Irwin Seating Company is not a HUB business, but often our Field Partners can offer HUB participation by hiring a certified installer that holds appropriate HUB certifications.
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7 1	Historically Underutilized Business Zone Enterprise (HUBZone) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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7 2	If yes, list certifying agency: <i>No response</i>
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7 3	Other recognized diversity certificate holder <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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7 4	If yes, list certifying agency: <i>No response</i>
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7 5	Contractor Relationships List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency. Irwin's installation subcontractors are factory trained and certified. Some of our installation subcontractors hold MBE, WBE, SBE, or HUB certifications. Availability of M/W/SBE or HUB certified installers varies based on scope of work and location of project. We will do our best to meet customer/member goals for participation when identified.
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7 6	Describe how supplier differentiates itself from its competitors. Irwin is vastly different from our competitors in that we still manufacture our products in our own facilities, in the USA. Our experience and financial stability also is a distinct difference that benefits our customers (and has for decades).
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7	Litigation, Bankruptcy or reorganization
7	Describe any present or past litigation, bankruptcy or reorganization involving supplier.
	None to report.

7	Felony Conviction Notice
8	Indicate if the supplier: <ul style="list-style-type: none"> • is a publicly held corporation and this reporting requirement is not applicable; • is not owned or operated by anyone who has been convicted of a felony; or • is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

7	Debarment or suspension actions
9	Describe any debarment or suspension actions taken against supplier.
	None to report.

8	Distribution, Logistics
0	Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
	Irwin complete product and service offering is detailed in the attached Price List. As the leading manufacturer of fixed audience seating and telescopic seating systems we have a demonstrated track record of providing products that meet the needs of institutions across North America. Irwin Seating Company is offering a broad line of fixed audience seating as well as telescopic seating systems. Please refer to our Purchase Contract Price List and attached brochures for additional information on the full line of products, accessories, and fabrics/finishes offered. 3.2b Irwin Seating Company's 12 Regional Sales Managers and Territory Sales Managers will work with our Field Partners (Distributors, Dealers, Independent Sales Agents) to promote the agreement to Omnia Partners member agencies. We currently have Field Partner coverage across all 50 states as well as Canada and Puerto Rico. Our Field Partner sales people are the front line in working with partner agencies on contract sales.

8	Distribution
1	Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
	Irwin Seating Company has a direct (employee) sales force of 12+ (Regional Sales Managers, Territory Sales Managers, National Sales Managers) which work with customers directly, but also oversee our network of Field Partners (distributors, dealers, sales agents, etc.) across North America. Our Field Partner network is very robust, provides coast-to-coast coverage, and would have in excess of 100 sales persons involved with promotion of a contract resulting out of this RFP process.

8	Distribution
2	Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
	All proposals made under the contract will clearly reference the contract number, indicate the product list pricing, show the contract discount (50% discount from list price), and agency net price. To verify compliance, customers could compare pricing listed on the proposal with pricing included in the Purchase Contract Price List. This will be consistent for quotes developed by Irwin Seating Company as well as our Field Partners.

8 **Logistics**

3

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

Irwin uses contract carriers for the shipment of our products to customers. Typically shipments are dedicated truckloads that leave our factories and go directly to the project job site where they are met by our installation subcontractor to unload and install.

8 **Logistics**

4

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable.

All products are manufactured in Grand Rapids, Michigan or Altamont, Illinois. Shipment is from one or both of these locations, primarily via direct/dedicated truckload carriers.

8 **Marketing and Sales**

5

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

Irwin Seating Omnia Contract Marketing 90 Day Plan 1. Promote Contract to Field Sales Team (Regional and Territory Sales Managers) a. Educate sales team and network of field partners about the new contract, it's benefits and how to utilize it b. Feature contract in regular bulletins and e-newsletters to field partners c. Include a metric for contract use in regular field partner business reviews d. Create promotional PowerPoint slides and PDF fliers for field sales partners to share with their customers 2. Create and Market Contract Sales Landing Page on IrwinSeating.com a. Leverage content from Omnia to communicate its benefits and values, along with important details and contact information b. Include link back to Omnia website c. Examples include Fastenal, NRP 3. Enhanced Irwin Web Presence on Omnia Website a. Include logo, About Us/Overview Tab, Included Products Tab, Contact Info Tab, Contract Highlights/Documentation Tab b. Examples include Home Depot 4. Use Irwin Social Media Vehicles to Announce New Contract a. Ensure Irwin and Omnia social media profiles are following each other b. Includes LinkedIn (primary B2B platform), Facebook (local government connection), Twitter and Instagram

8 **90-day Plan**

6

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Irwin Seating Omnia Contract Marketing 90 Day Plan 1. Promote Contract to Field Sales Team (Regional and Territory Sales Managers) a. Educate sales team and network of field partners about the new contract, it's benefits and how to utilize it b. Feature contract in regular bulletins and e-newsletters to field partners c. Include a metric for contract use in regular field partner business reviews d. Create promotional PowerPoint slides and PDF fliers for field sales partners to share with their customers 2. Create and Market Contract Sales Landing Page on IrwinSeating.com a. Leverage content from Omnia to communicate its benefits and values, along with important details and contact information b. Include link back to Omnia website c. Examples include Fastenal, NRP 3. Enhanced Irwin Web Presence on Omnia Website a. Include logo, About Us/Overview Tab, Included Products Tab, Contact Info Tab, Contract Highlights/Documentation Tab b. Examples include Home Depot 4. Use Irwin Social Media Vehicles to Announce New Contract a. Ensure Irwin and Omnia social media profiles are following each other b. Includes LinkedIn (primary B2B platform), Facebook (local government connection), Twitter and Instagram

8 **Transition**

7

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Irwin Seating Company will make our best effort to promote use of the agreement, but in the end utilization of the agreement is in the hands of the member agency. Currently Irwin Seating Company holds the following cooperative agreements: ? Omnia Partners (Expires March 2025) ? E&I Cooperative ? BuyBoard Our Omnia Partners contract has been our most active and preferred cooperative agreement. The E&I agreement is utilized when we have Higher Education market customers that have a preference to purchase from E&I. BuyBoard is popular with many institutions in Texas, but it is not utilized much outside of Texas and we do not intend to renew this contract at expiration. Irwin Seating Company intends to position the contract that would be awarded from this RFP as our premier cooperative agreement.

88	<p>Logo</p> <p>Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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89	<p>Sales</p> <p>Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:</p> <ul style="list-style-type: none"> • Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency • Best government pricing • No cost to participate • Non-exclusive <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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90	<p>Training</p> <p>Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:</p> <ul style="list-style-type: none"> • Key features of Master Agreement • Working knowledge of the solicitation process • Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners • Knowledge of benefits of the use of cooperative contracts <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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91	<p>Responsibility</p> <p>Provide the name, title, email and phone number for the person(s), who will be responsible for:</p> <ul style="list-style-type: none"> • Executive Support • Marketing • Sales • Sales Support • Financial Reporting • Accounts Payable • Contracts <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Executive Support: Colin W. (Coke) Irwin, coke.irwin@irwinseating.com - Marketing: Lisa Zabavski, lisa.zabavski@irwinseating.com, Sales: Spence Benedict, spence.benedict@irwinseating.com Sales Support: Anne Chapman, anne.chapman@irwinseating.com Financial Reporting: Cara Obert, cara.obert@irwinseating.com Accounts Payable: Cara Obert, cara.obert@irwinseating.com Contracts: Spence Benedict, spence.benedict@irwinseating.com</p> </div>
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9
2 **Sales Force**

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Coke Irwin Sr. VP Sales & Distribution coke.irwin@irwinseating.com 616-574-7296 Brian Yates Regional Sales Manager (West Region) Matt Huebsch, Regional Sales Manager (South Central) Clark Dudley, Territory Sales Manager (Utah) Lou Domenicone Territory Sales Manager (Arizona) Kevin Schulz, Regional Sales Manager (North Central) Spence Benedict, Sr. Regional Sales Manager (Midwest) Heidi Schulte, Territory Sales Manager (Indiana) Tom McLean, Territory Sales Manager (Michigan) Colin McCall Regional Sales Manager (South East) Tim McGonagle Regional Sales Manager (Mid Atlantic Alex McCallum Regional Sales Manager (North East) Dan Armock Market Sales Director (Cinema) Fred Hannapel - Architectural Sales Director (Sports) Regional Sales Managers report to Coke Irwin and have responsibility for coordinating all sales activity in a specific geography. Regional Sales Managers support our Field Partners and Territory Sales Managers.

9
3 **Implementation**

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Irwin Seating Company's sales teams will work cooperatively to promote use of the national program. We will create contact lists for Omnia Partners staff that are specific to each of our Regional Managers, Territory Managers, and Field Partner organizations. As our Regional Sales Managers schedule sales meetings and training sessions with our Field Partners, promotion of the Omnia Partners national agreement will be a topic of focus and we would invite Omnia Partners staff to participate in those sessions. Our goal is to have our entire sales team lead with the agreement whenever presenting to partner agencies, or customers that are qualified to join Omnia Partners.

9
4 **Program Management**

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Irwin Seating Company will manage the overall national program from our corporate offices in Grand Rapids, Michigan. Our VP of Marketing (Lisa Zabavski) and VP Sales & Distribution (Coke Irwin) will work cooperatively with Omnia Partners and our Sales Team to leverage our strength as the leading manufacturer in our industry, and Omnia Partners strength as the leading name in cooperative purchasing, to increase sales year over year throughout the life of the contract.

9
5 **Supplier's Customer List**

State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

The vast majority of Irwin Seating Company's annual sales are "project sales" rather than repeat business from the same public agencies. For example, most school districts may only have a requirement for our type products once every decade (or more depending on the size of the school district). As such we do not typically maintain close, ongoing, relationship with most of our customers outside of any parts and service work they may require. For 2023 the following are 10 of our largest public agency customer projects: #1: City of Oklahoma City (Paycom Arena): 2.6MM #2: Fort Bend County Texas (Fort Bend EpiCenter Arena): 2.4MM #3: Peoria Civic Center Authority: 2.1MM #4: Rhode Island Convention Center Authority: 1.7MM #5: University of California Santa Barbara: 1.1MM #6: Henry County Public Schools: 667k #7: University of Tennessee: 652K #8: Springfield Public Schools (IL): 447K #9: Seattle Public Schools: 407K #9: Quachita River Schools (MS): 380k

9 **System Capabilities and Limitations**

6 Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Irwin Seating Company manages orders via a CPQ system developed for our specific needs by our IT Department. This system covers projects through order entry when they are electronically "passed" to our MRP system, PLEX. PLEX manages the order manufacturing process, through shipment, invoicing, and receipt of payment. Reports generated from PLEX allow us to track purchase contract sales activity and are the basis of our reporting sales to Omnia Partners.

9 **Projected Sales Year One**

7 Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

\$3000000

9 **Projected Sales Year Two**

8 Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

\$3000000

9 **Projected Sales Year Three**

9 Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

\$3000000

1 **Attribute deleted as part of an Addendum**

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1 **General Terms and Conditions**

0
1 Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

I certify compliance with this attribute.

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Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

- Non-Felon - person/owner IS NOT a convicted felon
- Not Applicable-firm is a publicly held corporation
- Felon - person/owner IS a convicted felon

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Name of Felon and Nature of Felony, if applicable

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

Non-Felon

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Criminal History Records Review of Certain Contract Employees

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity and have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

- I certify compliance with this attribute.

1
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Historically Underutilized Business (HUB) Certification

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

- OPTION A
- OPTION B

Disclosure of Interested Parties

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:

- (1) requires an action or vote by the governing body; or
- (2) has a value of \$1 million or more; or
- (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

[Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.](#)

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

- (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
- (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.

ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
- the value of the contract cannot be determined at the time the contract is executed; and
- any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

I certify compliance with this attribute.

Conflict of Interest Questionnaire

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <https://www.esc4.net/about/about-region-4>.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:

[Texas Local Government Code, Section 176](#)

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

I certify compliance with this attribute.

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Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

I certify compliance with this attribute.

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Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

I certify compliance with this attribute.

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Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

I certify compliance with this attribute.

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Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

I certify compliance with this attribute.

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Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.

The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

I certify compliance with this attribute.

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3 **Open Records Policy**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

- OPTION A - No proprietary information
- OPTION B - Proprietary information marked

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4 **Consent to Release Proposal Tabulation**

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

- I certify compliance with this attribute.

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Contracting Information

If Vendor is not a governmental body and
(a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or
(b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

- (1) related to the purchase or underwriting of a public security;
- (2) is or may be used as collateral on a loan; or
- (3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

- (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;
- (2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and
- (3) on completion of the Agreement, either
 - (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or
 - (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

I certify compliance with this attribute.

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Anti-Trust Certification Statement

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

I certify compliance with this attribute.

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Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

I certify compliance with this attribute.

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8 **Federal Rule (B) - Termination Conditions**

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.

I certify compliance with this attribute.

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9 **Federal Rule (C) - Equal Employment Opportunity**

(C) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

I certify compliance with this attribute.

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Federal Rule (D) - Davis Bacon Act/Copeland Act

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

I certify compliance with this attribute.

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Federal Rule (E) - Contract Work Hours and Safety Standards Act

(E) (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 CFR Part 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.

Pursuant to Federal Rule (E) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

I certify compliance with this attribute.

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Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement

(F) If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

I certify compliance with this attribute.

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3 **Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act**

(G) The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

I certify compliance with this attribute.

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4 **Federal Rule (H) - Debarment and Suspension**

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.

I certify compliance with this attribute.

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Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I certify compliance with this attribute.

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Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

I certify compliance with this attribute.

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7** Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

I certify compliance with this attribute.

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8** Federal Rule (L) - Buy American Provisions

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I certify compliance with this attribute.

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9** Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

I certify compliance with this attribute.

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0** **Federal Rule - Federal Record Retention**

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the 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. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

I certify compliance with this attribute.

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1** **Federal Rule - Profit Negotiation**

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

I certify compliance with this attribute.

**1
3
2** **Federal Rule - Solid Waste Disposal Act**

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 CFR Part 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 exceed \$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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

I certify compliance with this attribute.

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3 **Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215**

When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183.

The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

I certify compliance with this attribute.

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4 **Applicability to Subcontractors**

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

I certify compliance with this attribute.

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5 **Compliance with the Energy Policy and Conservation Act**

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

I certify compliance with this attribute.

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6 **Indemnification**

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

I certify compliance with this attribute.

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7 **Excess Obligations Prohibited**

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

I certify compliance with this attribute.

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8 **Suspension and Debarment**

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

I certify compliance with this attribute.

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Change in Law and Compliance with Laws

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

I certify compliance with this attribute.



Pricing Proposal:

Irwin Seating Company offers 50% discount on all list prices contained in the included 2025 Price List, which provides Irwin Seating Company list prices, for our fixed audience seating as well as telescopic seating systems. **The price list provides tiered list pricing based on order quantity**, allowing the 50% discount to stay consistent for all size orders, while providing lower pricing on larger orders.

An electronic copy of our Price List is provided in Response Attachment #11.

All auditorium seating and telescopic seating systems require certified installation. The Price List provides FOB Factory (Grand Rapids, MI or Altamont, IL) pricing and specifically excludes freight and installation costs. We are unable to accurately estimate the enormous range of variables that could impact installation cost across our broad product line, across 50 states, and across the varied on-site needs of thousands of partner agencies. **Installation labor will be quoted on a project-by-project basis and be listed as a line item on each proposal made under the contract.**

Freight costs from our factories to member facility locations will be quoted on a project-by-project basis and be listed as a line item on each proposal made under the contract. Freight is quoted as “dock delivery” as certified installation staff would always meet the freight, unload, and complete the installation as part of the installation work scope.

Copies of our Fixed Seating and Telescopic Seating warranty documents are attached. There is no additional cost to provide this warranty coverage.

Irwin Seating Company will consider additional discounting related to very large orders.

The price list provided is valid for shipments in 2025. Additionally, this price list can be used to price projects that will deliver in 2026 by adding 3% to the published list prices. On December 1st of each year Irwin Seating Company will submit an updated Purchase Contract Price List with revised list pricing for the following calendar year. Annual pricing adjustments reflect our need to keep pace with inflation as well as company/industry specific labor and material changes that have taken place over the past 12 months. The 50% discount from the published list price would remain constant for the duration of the contract.

Spence Benedict, Sr. Regional Sales Manager

Address: 3251 Fruit Ridge NW • Grand Rapids, Michigan 49544, USA

Direct Phone: (616) 574-7341 • **Mobile:** (616) 291-2550 • spence.benedict@irwinseating.com

An EEOC/AA Employer



Terms & Conditions:

All pricing included is LIST PRICE, subject to discount per contract terms and conditions.

Pricing is good for product shipping through 12/31/2025.

Add 3% for shipment in 2026, 6% for shipment in 2027, etc.

All pricing is based on product configuration as per the description. Changes in configuration will effect pricing.

All pricing is based on using customer's own material (COM) or Grade 1 fabric. See chart for adds for other fabric grades.

All base list pricing is based on indoor use.

All pricing is based on standard finishes. Exposed hardwood components are Northern Grown Maple. Custom colors, finishes and wood species available.

All power and data is based on 110V power and accommodation for owner provided data systems. USB power is extra and priced by project.

Accessories are priced per item, not per chair, unless otherwise noted.

Freight and on-site services to be quoted as Value Add line items specific to individual project proposals based on project requirements.

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

6/10/2024

Date



Authorized Signature & Title

Spence Benedict, Sr.RSM

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	Irwin Seating Company	Contact	
	3251 Fruit Ridge Ave NW		Signature Spence Benedict
	Grand Rapids MI 49544		Printed Name Sr. Regional Sales Manager
Address			Position with Company
		Official Authorizing Proposal	
			Signature Spence Benedict
Phone	616-574-7341		Printed Name Sr. Regional Sales Manager
Fax	spence.benedict@irwinseating.com		Position with Company



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2024-1170963

Date Filed:
 06/04/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Irwin Seating Company
 Grand Rapids, MI United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 ESD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Region 4 RFQ 24-01
 24-01 Furniture, Installation and Related Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Irwin, Graham	Grand Rapids, MI United States	X	
	Irwin, Colin	Grand Rapids, MI United States	X	
	VanderKooi, Ray	Grand Rapids, MI United States	X	
	Irwin, Andrew	Grand Rapids, MI United States	X	
	Low, Guk	Grand Rapids, MI United States	X	
	Benedict, Spence	Grand Rapids, MI United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Spence Benedict, as an authorized representative of Irwin Seating Company, a contractor engaged by Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

6-10-2024

Date



LIVE REPORT

IRWIN SEATING COMPANY

TradeStyle(s) (SUBSIDIARY OF IRWIN SEATING HOLDING COMPANY, GRAND RAPIDS, MI)

ACTIVE **HEADQUARTERS**

D-U-N-S Number: 00-601-5424
Phone: +1 616 574 7400

Address: 3251 Fruit Ridge Ave Nw, Grand Rapids, MI, 49544, United States Of America
Web: www.irwinseating.com
Endorsement: harrishsh@dnb.com
Exclude from Portfolio Insight: No
Folders: All Companies

Summary

Currency: USD

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name		Current Status	Details
PAYDEX®	↑	78	3 Days Beyond Terms
Delinquency Score	↓	83	Low to Moderate Risk of severe payment delinquency.
Failure Score	↑	93	Low to Moderate Risk of severe financial stress.
D&B Viability Rating		2 1 B Z	View More Details
Bankruptcy Found		N	
D&B Rating		--	Undetermined.

ALL ACCOUNTS

Totals	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due	Total 90 Days+
1	-	-	-	-	0

Account Level Detail

Account Name	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due	Total 90 Days+	Account Status
Irwin Seating Company Account ID: #42000067	0	0	-	0	0	No Action Recommended

ALL APPLICATIONS

Totals	Total Requested Amount	Total Credit Limit
-	-	-

Application Level Detail

Application Name	Application Status	Date Created	Date Declined	Requested Amount	Credit Limit
------------------	--------------------	--------------	---------------	------------------	--------------



There are no applications associated with this D-U-N-S. Create an application to view summary.

COMPANY PROFILE

D-U-N-S

00-601-5424

Legal Form

Unknown

History Record

Clear

Ownership

Not publicly traded

Mailing Address

UNITED STATES

Telephone

+1 616 574 7400

Website

www.irwinseating.com

Present Control Succeeded

1905

Employees

600

Age (Year Started)

119 Years (1905)

Named Principal

Win Irwin, PRES

Line of Business

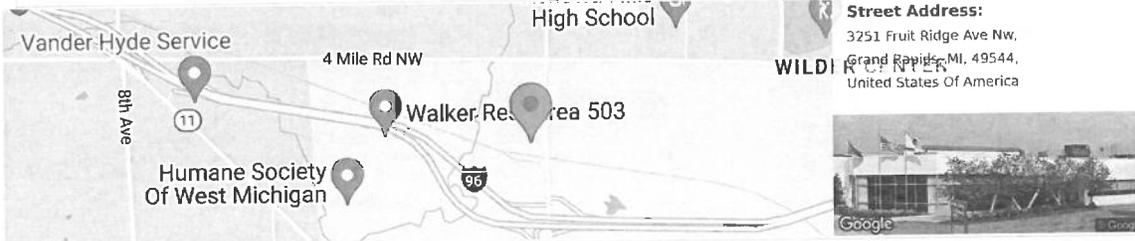
Reupholstery/furniture repair

SIC

7641

NAICS

811420



OVERALL BUSINESS RISK

Dun & Bradstreet thinks...



Overall assessment of this organization over the next 12 months:

Stable Condition

Based on the predicted risk of business discontinuation:

High Likelihood Of Continued Operations

Based on the predicted risk of severely delinquent payments:

Low Potential For Severely Delinquent Payments

D&B MAX CREDIT RECOMMENDATION

MAXIMUM CREDIT RECOMMENDATION

600,000 (USD)

The recommended limit is based on a low probability of severe delinquency.

FAILURE SCORE (Formerly Financial Stress Score)

Company's Risk Level

LOW-MODERATE

Probability of failure over the next 12 months

0.06 %



Past 12 Months

Low Risk

High Risk

DELINQUENCY SCORE ⓘ (Formerly Commercial Credit Score)

Company's Risk Level

LOW-MODERATE

Probability of delinquency over the next 12 months

2.24 %



Past 12 Months

Low Risk

High Risk

VIABILITY RATING SUMMARY ⓘ

Viability Score



Data Depth Indicator



Portfolio Comparison



Financial Data Unavailable

Trade Payments

Company Size

Years in Business -

D&B PAYDEX ⓘ ⓘ



3 days beyond terms

Past 24 Months

Low Risk

High Risk

D&B PAYDEX - 3 MONTHS ⓘ



2 days beyond terms

PAYDEX TREND CHART ⓘ

SBRI ORIGINATION



No SBRI Origination Score data is currently available.

D&B SBFE SCORE



No D&B SBFE Score data is currently available.

D&B RATING ⓘ

Special Rating

Current Rating as of 08/28/2017

--- : Undetermined

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	0	-
Suits	2	07/31/2020
UCC	16	04/15/2024

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
1 Days

3 Months
From Mar-24 to May-24



High Risk (120+) **Days Beyond Terms Past 3 months : 1**

Low Risk:0 ; High Risk:120+

Dollar-weighted average of 17 payment experiences reported from 15 companies.

DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND

Total Amount Current and Past Due -

FINANCIAL OVERVIEW - BALANCE SHEET

Balance Sheet [1]	Amount [2]	Last 2 Years
Total Current Assets	15,860,591 (USD)	
Total Assets	49,973,138 (USD)	
Total Current Liabilities	8,405,844 (USD)	
Working Capital/Net Current Assets	7,454,747 (USD)	

1. Fiscal 12/31/2004
2. (In Single Units)
Source: D&B

TRADE PAYMENTS		
Highest Past Due:		
15,000		
Highest Now Owing	Total Trade Experiences	Largest High Credit
65,000	97	200,000

FINANCIAL OVERVIEW - PROFIT AND LOSS
<p>No Data Available</p>

OWNERSHIP			
Subsidiaries	Branches	Total Members	
-	3	6	
This company is a Headquarters, Subsidiary.			
	Global Ultimate	Immediate Parent	Domestic Ultimate
Name	Irwin Seating Holding Company	Irwin Seating Holding Company	Irwin Seating Holding Company
Country	United States	United States	United States
D-U-N-S	10-463-4212	10-463-4212	10-463-4212
Others	-	-	-

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS	
Key Business Ratios	Business Ratio
Sales to Net Working Capital	7.7
Quick Ratio	1.5
Current Ratio	1.9
Current Liabilities / Net Worth	22.2

Source: D&B

ALERTS ⓘ



There are no alerts for this D-U-N-S Number.

NEWS

MANAGEMENT CHANGE, EXECUTIVE ACTIVITY

Effingham County Chamber Welcomes New Member: Irwin Seating Company **Effingham Radio** 05/10/2024

NOTES

Add Note



No notes is available for this D-U-N-S Number.

COUNTRY/REGIONAL INSIGHT



United States Of America

Inflationary pressures drive a drop in US shopper sentiment and stifle consumer spending growth; the Fed's higher-for-longer view for interest rates dampens the domestic demand outlook.

Risk Category

High Risk

LOW

Low Risk

Available Reports

Country Insight Report (CIR) ⓘ

Current Publication Date: 05/17/2024

Country Insight Snapshot (CIS) ⓘ

Current Publication Date: 05/17/2024

STOCK PERFORMANCE



No stock performance data is available for this D-U-N-S Number.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

Currency: All figures shown in USD unless otherwise stated

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK



MAXIMUM CREDIT RECOMMENDATION

600,000 (USD)

The recommended limit is based on a low probability of severe delinquency.

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **HIGH LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked **2** have a probability of becoming no longer viable: **2 %**
- Percentage of businesses ranked **2**: **4 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked **1** within this model segment have a probability of becoming no longer viable: **2 %**
- Percentage of businesses ranked **1** with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **False**
- Trade Payments:
- Company Size:
- Years in Business:

Z

Subsidiary

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

High Risk (1)

93

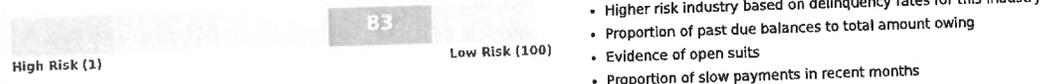
Low Risk (100)

- UCC Filings reported

- Low proportion of satisfactory payment experiences to total payment experiences

Level of Risk Low-Moderate	Raw Score 1560	Probability of Failure 0.06 %	Average Probability of Failure for Businesses in D&B Database 0.48	Class 2
Business and Industry Trends				
BUSINESS AND INDUSTRY COMPARISON				
Selected Segments of Business Attributes				
Norms		National %		
This Business		93		
Region:(EAST NORTH CENTRAL)		26		
Industry:PERSONAL AND CONSUMER SERVICES		37		
Employee range:(500-2300000)		53		
Years in Business:(26+)		68		

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE



- Higher risk industry based on delinquency rates for this industry
- Proportion of past due balances to total amount owing
- Evidence of open suits
- Proportion of slow payments in recent months

Level of Risk Low-Moderate	Raw Score 559	Probability of Delinquency 2.24 %	Compared to Businesses In D&B Database 10.2 %	Class 2
Business and Industry Trends				
BUSINESS AND INDUSTRY COMPARISON				
Selected Segments of Business Attributes				
Norms		National %		
This Business		83		
Region:(EAST NORTH CENTRAL)		37		
Industry:PERSONAL AND CONSUMER SERVICES		57		
Employee range:(500-2768886)		75		
Years in Business:(26+)		79		

D&B PAYDEX



When weighted by amount, Payments to suppliers average 3 Days Beyond Terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 80
Equals Pays On Time

D&B 3 MONTH PAYDEX



Based on payments collected 3 months ago. When weighted by amount, Payments to suppliers average 2 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 80
Equals Pays On Time

Business and Industry Trends

D&B RATING

Current Rating as of 08/28/2017

History since 04/01/2002

Special Rating

-- : Undetermined

Date Applied **D&B Rating**

03/23/2015	1R3
10/30/2006	--
11/12/2003	4A2
10/27/2003	--
05/09/2003	4A2

Trade Payments

Currency: All figures shown in USD unless otherwise stated

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour

3

Days Beyond Terms

Highest Now Owling :

65,000 (USD)

% of Trade Within Terms

86%

Total Trade Experiences:

97

Largest High Credit :
200,000 (USD)

Average High Credit :
18,960 (USD)

Highest Past Due

15,000 (USD)

Total Unfavorable Comments :

0

Largest High Credit:
0 (USD)

Total Placed in Collections:

1

Largest High Credit:
0 (USD)

D&B PAYDEX



When weighted by amount, Payments to suppliers average 3 Days Beyond Terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

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D&B 3 MONTH PAYDEX



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Industry Median: 80

Equals Pays On Time

BUSINESS AND INDUSTRY TRENDS

Base on 24 months of data

7641 - Reupholstery/furniture repair

	6/22	7/22	8/22	9/22	10/22	11/22	12/22	1/23	2/23	3/23	4/23	5/23	6/23	7/23	8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	Current
This Business	74	75	75	75	76	76	78	78	78	77	77	79	79	79	76	75	78	75	75	75	75	74	78	78
Industry Quartile																								
Upper	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-
Median	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-
Lower	70	-	-	70	-	-	70	-	-	74	-	-	75	-	-	75	-	-	76	-	-	74	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	3	400,000 (USD)	100
50,000 - 99,999	2	125,000 (USD)	72
15,000 - 49,999	10	295,000 (USD)	93
5,000 - 14,999	10	77,500 (USD)	84

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
1,000 - 4,999	12	27,000 (USD)	95
Less than 1,000	12	4,550 (USD)	96

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category-	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
▼22 - Textile Mill Products	3	30,000	100	0	0	0	0
2221 - Manmade broadwvn mill	1	30,000	100	0	0	0	0
2273 - Mfg carpets/rugs	1	7,500	100	0	0	0	0
2284 - Thread mill	1	2,500	100	0	0	0	0
▼24 - Lumber and Wood Products, Except Furniture	1	100,000	100	0	0	0	0
2421 - Sawmill/planing mill	1	100,000	100	0	0	0	0
▼25 - Furniture and Fixtures	1	0	0	0	0	0	0
2521 - Mfg wood office furn	1	0	0	0	0	0	0
▼28 - Chemicals and Allied Products	1	55,000	100	0	0	0	0
2851 - Mfg paint/allied prdt	1	55,000	100	0	0	0	0
▼35 - Industrial and Commercial Machinery and Computer Equipment	2	250	100	0	0	0	0
3579 - Mfg misc office eqpt	1	250	100	0	0	0	0
3553 - Mfg woodworking mach.	1	100	100	0	0	0	0
▼38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	1	500	100	0	0	0	0
3829 - Mfg measure devices	1	500	100	0	0	0	0
▼42 - Motor Freight Transportation and Warehousing	4	15,000	100	0	0	0	0
4213 - Trucking non-local	4	15,000	100	0	0	0	0
▼47 - Transportation Services	1	40,000	100	0	0	0	0

4731 - Arrange cargo transpt	1	40,000	100	0	0	0	0
~48 - Communications	5	2,500	100	0	0	0	0
4813 - Telephone communicatns	5	2,500	100	0	0	0	0
~50 - Wholesale Trade - Durable Goods	10	200,000	98	0	2	0	0
5085 - Whol industrial suppl	6	40,000	92	0	8	0	0
5084 - Whol industrial equip	2	100,000	100	0	0	0	0
5051 - Whol metal	1	200,000	100	0	0	0	0
5045 - Whol computers/softwr	1	25,000	100	0	0	0	0
~51 - Wholesale Trade - Nondurable Goods	2	40,000	73	27	0	0	0
5131 - Whol piece goods	2	40,000	73	27	0	0	0
~55 - Automotive Dealers and Gasoline Service Stations	1	2,500	50	50	0	0	0
5599 - Ret misc vehicles	1	2,500	50	50	0	0	0
~57 - Home Furniture Furnishings and Equipment Stores	1	25,000	100	0	0	0	0
5712 - Ret furniture	1	25,000	100	0	0	0	0
~59 - Miscellaneous Retail	1	50	100	0	0	0	0
5943 - Ret stationery	1	50	100	0	0	0	0
~60 - Depository Institutions	1	2,500	100	0	0	0	0
6021 - Natnl commercial bank	1	2,500	100	0	0	0	0
~61 - Nondepository Credit Institutions	1	7,500	50	50	0	0	0
6153 - Short-trm busn credit	1	7,500	50	50	0	0	0
~73 - Business Services	9	70,000	64	35	0	1	0
7363 - Help supply service	4	70,000	63	37	0	0	0
7389 - Misc business service	3	500	94	3	0	3	0
7372 - Prepackaged software	1	2,500	100	0	0	0	0

7361 - Employment agency	1	100	0	100	0	0	0
-83 - Social Services	1	2,500	100	0	0	0	0
8322 - Family social service	1	2,500	100	0	0	0	0
-87 - Engineering Accounting Research Management and Related Services	2	2,500	100	0	0	0	0
8711 - Engineering services	1	2,500	100	0	0	0	0
8734 - Testing laboratory	1	1,000	100	0	0	0	0
-99 - Nonclassifiable Establishments	3	30,000	92	0	8	0	0
9999 - Nonclassified	3	30,000	92	0	8	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
04/24	Pays Promptly	1/2 10 N30	200,000	60,000	0	1
04/24	Pays Promptly	-	100,000	5,000	0	1
04/24	Pays Promptly	-	55,000	40,000	0	1
04/24	Pays Promptly	-	40,000	30,000	0	1
04/24	Pays Promptly	-	40,000	15,000	0	1
04/24	Pays Promptly	N30	35,000	30,000	0	1
04/24	Pays Promptly	-	30,000	0	0	Between 4 and 5 Months
04/24	Pays Promptly	N30	30,000	0	0	1
04/24	Pays Promptly	-	25,000	0	0	Between 6 and 12 Months
04/24	Pays Promptly	N30	25,000	2,500	0	1
04/24	Pays Promptly	-	15,000	1,000	0	1
04/24	Pays Promptly	-	10,000	0	0	Between 6 and 12 Months
04/24	Pays Promptly	-	10,000	0	0	Between 4 and 5 Months
04/24	Pays Promptly	-	7,500	500	0	1
04/24	Pays Promptly	N30	7,500	1,000	0	1
04/24	Pays Promptly	-	2,500	1,000	0	1
04/24	Pays Promptly	-	2,500	250	0	1
04/24	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
04/24	Pays Promptly	-	1,000	1,000	0	1
04/24	Pays Promptly	-	1,000	1,000	0	1
04/24	Pays Promptly	-	750	750	0	1
04/24	Pays Promptly	-	500	0	0	Between 2 and 3 Months
04/24	Pays Promptly	-	500	100	0	1
04/24	Pays Promptly	-	250	0	0	Between 4 and 5 Months
04/24	Pays Promptly	-	250	0	0	Between 6 and 12 Months

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
04/24	Pays Promptly	-	0	0	0	Between 2 and 3 Months
04/24	Pays Prompt to Slow 30+	-	40,000	1,000	1,000	1
04/24	Pays Prompt to Slow 30+	-	7,500	2,500	0	1
04/24	Pays Prompt to Slow 30+	-	2,500	0	0	Between 4 and 5 Months
04/24	Pays Slow 60+	-	5,000	0	0	Between 4 and 5 Months
04/24	-	Cash account	100	0	0	1
04/24	-	Cash account	100	0	0	1
04/24	-	Cash account	50	0	0	Between 2 and 3 Months
04/24	-	Cash account	0	0	0	1
03/24	Pays Promptly	-	10,000	5,000	0	1
03/24	Pays Promptly	-	5,000	0	0	Between 2 and 3 Months
03/24	Pays Promptly	-	0	0	0	Between 6 and 12 Months
03/24	-	Cash account	50	0	0	1
03/24	-	Cash account	50	0	0	1
02/24	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
02/24	Pays Promptly	-	750	0	0	Between 6 and 12 Months
02/24	Pays Promptly	-	500	0	0	Between 6 and 12 Months
02/24	-	Cash account	500	0	0	1
02/24	-	Cash account	250	0	0	1
02/24	-	Cash account	100	0	0	1
02/24	-	Cash account	50	0	0	1
02/24	-	Cash account	50	0	0	1
01/24	-	Cash account	250	0	0	1
01/24	-	Cash account	100	0	0	1
11/23	Pays Promptly	-	750	0	0	Between 6 and 12 Months
11/23	-	Cash account	100	0	0	Between 6 and 12 Months
11/23	-	Cash account	50	0	0	1
11/23	-	Cash account	50	0	0	Between 4 and 5 Months
11/23	-	Cash account	50	0	0	1
11/23	-	Cash account	50	0	0	Between 6 and 12 Months
10/23	Pays Promptly	N30	2,500	0	0	Between 6 and 12 Months
10/23	-	Cash account	250	0	0	Between 6 and 12 Months
10/23	-	Cash account	100	0	0	1
10/23	-	Cash account	50	0	0	1
10/23	-	Cash account	50	0	0	1
10/23	-	Cash account	50	0	0	1
09/23	-	Cash account	100	0	0	1
09/23	-	Cash account	50	0	0	Between 6 and 12 Months
09/23	-	-	50	0	0	1
09/23	-	-	50	0	0	1
09/23	-	Cash account	50	0	0	1
08/23	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months

Date of Experience -	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
08/23	-	Cash account	50	0	0	1
07/23	-	Cash account	500	0	0	1
07/23	-	Cash account	250	0	0	1
06/23	Pays Promptly	Regular terms	7,500	0	0	Between 6 and 12 Months
06/23	Pays Slow 30-90+	N30	50	0	0	Between 6 and 12 Months
02/23	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
02/23	Placed for collection	-	0	100	100	-
01/23	Pays Promptly	-	100	0	0	Between 6 and 12 Months
01/23	Pays Promptly	-	50	0	0	Between 6 and 12 Months
01/23	Pays Slow 30+	-	100	100	100	-
11/22	Pays Promptly	N30	2,500	0	0	Between 6 and 12 Months
10/22	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
10/22	Pays Prompt to Slow 30+	-	70,000	65,000	15,000	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	39	4,900 (USD)
Payment record unknown	6	35,400 (USD)
Unfavorable comments	0	0 (USD)
Placed for collections	1	0 (USD)
Total In D&B's file	97	969,350 (USD)

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Legal Events

Currency: All figures shown in USD unless otherwise stated

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	0 Latest Filing: -	0 Latest Filing: -	2 Latest Filing: 07/31/2020	16 Latest Filing: 04/15/2024

EVENTS

Suit

Filing Date	07/31/2020
Filing Number	31-CV-2020-900449.00
status	Pending

Date Status Attained	07/31/2020
Received Date	08/17/2020
Cause	Product liability
Plaintiffs	WILSON MARY, BIRMINGHAM, AL
Defendant	IRWIN SEATING COMPANY
Defendant	AND OTHERS
Court	ETOWAH COUNTY CIRCUIT COURT, GADSDEN, AL

Suit

Filing Date	11/21/2012
Filing Number	2012CA008894
status	Pending
Date Status Attained	11/21/2012
Received Date	11/30/2012
Cause	Personal injury
Plaintiffs	RICHARD TRENT
Defendant	IRWIN SEATING CO.
Defendant	AND OTHERS
Court	DISTRICT OF COLUMBIA SUPERIOR COURT, WASHINGTON, DC

UCC Filing - Original

Filing Date	04/15/2024
Filing Number	240415000498-3
Received Date	05/08/2024
Secured Party	DIGITAL TOOL & DIE INC, GRANDVILLE, MI
Debtors	IRWIN SEATING COMPANY
Filing Office	UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

UCC Filing - Original

Filing Date	03/20/2024
Filing Number	240320000727-5
Received Date	04/08/2024
Secured Party	C & S ASSOCIATES, INC. AS REPRESENTATIVE, CLEVELAND, OH
Debtors	IRWIN SEATING COMPANY, ALTAMONT, IL
Filing Office	UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

UCC Filing - Amendment

Filing Date	04/25/2023
Filing Number	230425000375-1

Received Date	05/08/2023
Original Filing Date	12/21/2018
Original Filing Number	181221000112-5
Secured Party	MERCANTILE BANK, GRAND RAPIDS, MI
Secured Party	MERCANTILE BANK OF MICHIGAN, GRAND RAPIDS, MI
Debtors	IRWIN SEATING COMPANY
Filing Office	UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

UCC Filing - Amendment

Filing Date	04/06/2020
Filing Number	200406000349-4
Received Date	05/05/2020
Original Filing Date	06/23/2015
Original Filing Number	2015089132-7
Secured Party	HYG FINANCIAL SERVICES INC., BILLINGS, MT
Secured Party	NMHG FINANCIAL SERVICES INC., BILLINGS, MT
Debtors	IRWIN SEATING COMPANY
Filing Office	UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

UCC Filing - Continuation

Filing Date	04/06/2020
Filing Number	200406000409-5
Received Date	05/05/2020
Original Filing Date	06/23/2015
Original Filing Number	2015089132-7
Secured Party	HYG FINANCIAL SERVICES INC., BILLINGS, MT
Secured Party	NMHG FINANCIAL SERVICES INC., BILLINGS, MT
Debtors	IRWIN SEATING COMPANY
Filing Office	UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

UCC Filing - Original

Filing Date	12/21/2018
Filing Number	181221000112-5
Received Date	01/06/2019
Secured Party	MERCANTILE BANK OF MICHIGAN, GRAND RAPIDS, MI
Debtors	IRWIN SEATING COMPANY
Filing Office	UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

UCC Filing - Original

Filing Date	11/28/2018
Filing Number	187684511243
Received Date	12/11/2018
Collateral	Accounts receivable including proceeds and products - Inventory including proceeds and products - Assets including proceeds and products - Account(s) including proceeds and products - and OTHERS
Secured Party	HATHAWAY DINWIDDIE CONSTRUCTION COMPANY, LOS ANGELES, CA
Debtors	IRWIN SEATING COMPANY
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

UCC Filing - Continuation

Filing Date	07/01/2016
Filing Number	2016092065-1
Received Date	09/06/2016
Original Filing Date	12/09/2011
Original Filing Number	2011172388-2
Secured Party	HYG FINANCIAL SERVICES, INC.
Debtors	IRWIN SEATING COMPANY
Filing Office	UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

UCC Filing - Original

Filing Date	06/23/2015
Filing Number	2015089132-7
Received Date	07/28/2015
Collateral	Leased Equipment and proceeds
Secured Party	NMHG FINANCIAL SERVICES, INC., BILLINGS, MT
Debtors	IRWIN SEATING COMPANY
Filing Office	UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

UCC Filing - Original

Filing Date	12/09/2011
Filing Number	2011172388-2
Received Date	01/25/2012
Collateral	Leased Equipment and proceeds
Secured Party	NMHG FINANCIAL SERVICES, INC., BILLINGS, MT
Debtors	IRWIN SEATING COMPANY
Filing Office	UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

UCC Filing - Original

Filing Date	04/09/2009
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Filing Number 2009052776-5
Received Date 05/27/2009
Collateral Equipment
Secured Party KLOCHKO EQUIPMENT RENTAL CO., INC., MELVINDALE, MI
Debtors IRWIN SEATING CORPORATION
Filing Office UNIFORM COMMERCIAL CODE SECTION, LANSING, MI

UCC Filing - Original

Filing Date 12/13/2007
Filing Number 2007195574-5
Received Date 01/18/2008
Collateral Equipment and proceeds
Secured Party GREATER BAY BANK N.A., LINCOLNSHIRE, IL
Debtors IRWIN SEATING COMPANY
Filing Office SECRETARY OF STATE/UCC DIVISION, LANSING, MI

UCC Filing - Original

Filing Date 05/22/2007
Filing Number 2007082356-7
Received Date 06/20/2007
Collateral Equipment and proceeds
Secured Party GREATER BAY BANK N.A., LINCOLNSHIRE, IL
Debtors IRWIN SEATING COMPANY
Filing Office SECRETARY OF STATE/UCC DIVISION, LANSING, MI

UCC Filing - Original

Filing Date 08/28/2006
Filing Number 2006148903-5
Received Date 10/05/2006
Collateral Equipment and proceeds
Secured Party GREATER BAY BANK, N.A., LINCOLNSHIRE, IL
Debtors IRWIN SEATING COMPANY
Filing Office SECRETARY OF STATE/UCC DIVISION, LANSING, MI

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There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

Special Events

Currency: All figures shown in USD unless otherwise stated

There are no Special Events recorded for this business.

Financials - D&B

Currency: All figures shown in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

Currency: All figures shown in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

D&B currently has no financial information on file for this company. Currency: All figures shown in USD unless otherwise stated

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D&B currently has no financial information on file for this company

Company Profile

Currency: All figures shown in USD unless otherwise stated

COMPANY OVERVIEW

D-U-N-S

00-601-5424

Legal Form

Unknown

History Record

Clear

Business Commenced On

1905

Ownership

Not publicly traded

Mailing Address

UNITED STATES

Telephone

+1 616 574 7400

Website

www.irwinseating.com

Present Control Succeeded

1905

SIC

7641

NAICS

811420

Employees

600

Age (Year Started)

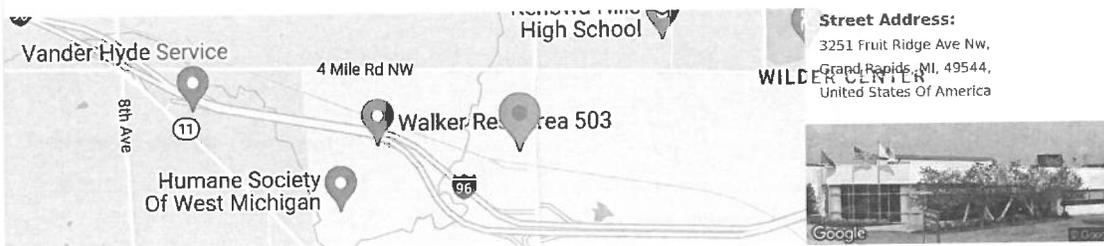
119 Years (1905)

Named Principal

Win Irwin, PRES

Line of Business

Reupholstery/furniture repair



BUSINESS REGISTRATION

No business registration attached to this DUNS

PRINCIPALS

Officers

WIN IRWIN, PRES
EARLE S (WIN) IRWIN, PRES-TREAS
JOHN EICHINGER, SR V PRES
ROBERT E WEAKLEY, SR V PRES
JOHN FYNEWEVER, SR V PRES
DALE I TANIS, SR V PRES
BRUCE J COHEN, SR V PRES
RAY VANDER KOOL, CFO

Directors

DIRECTOR(S): THE OFFICER(S)

COMPANY EVENTS

The following information was reported on: 02/24/2020

The Michigan Secretary of State's business registrations file showed that Irwin Seating Company was registered as a Corporation June 2, 1949, under file registration number 800024872.

Business started 1905 by Earle S Irwin. Present control succeeded 1999. 100% of capital stock is owned by Earle S (Win) Irwin and family.

RECENT EVENTS:

On May 1, 2015, sources stated that Irwin Telescopic Seating Company, Altamont, IL, has merged with Irwin Seating Company, Grand Rapids, MI, on December 31, 2010. With the merger, Irwin Telescopic Seating Company has ceased to operate as a legal entity and location will now operate as a branch of Irwin Seating Company. Terms of the transaction were not disclosed. Further details are unavailable.

WIN IRWIN. Antecedents are unknown.

EARLE S (WIN) IRWIN born 1947. 1975-present active here.

JOHN EICHINGER born 1948. 1996-present active here.

ROBERT E WEAKLEY born 1945. 1982-present active here.

JOHN FYNEWEVER born 1953. 1994-present active here.

DALE I TANIS born 1947. 1996-present active here.

BRUCE J COHEN born 1961. 1994-present active here.

RAY VANDER KOOL. Antecedents are unknown.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 02/24/2020

Business Information

Trade Names	(SUBSIDIARY OF IRWIN SEATING HOLDING COMPANY, GRAND RAPIDS, MI)
Description	<p>Subsidiary of Irwin Seating Holding Company, Grand Rapids, MI which operates as a holding company. Parent company owns 100% of capital stock.</p> <p>As noted, this company is a subsidiary of Irwin Seating Holding Company, Duns# 10-463-4212, and reference is made to that report for background information on the parent and its management.</p> <p>Engaged in reupholstery or furniture repair (100%).</p> <p>Has 200 account(s). Terms are Net 30 days. Sells to commercial concerns. Territory : International.</p>
Employees	600 which includes officer(s). Undetermined employed here.
Financing Status	Secured
Seasonality	Nonseasonal.
Tenure	Owns
Facilities	Owns 400,000 sq. ft. in a single story concrete block building.
Location	Industrial section on well traveled street.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
7641	Reupholstery/furniture repair	-
76410000	Reupholstery and furniture repair	-
NAICS Codes	NAICS Description	
811420	Reupholstery and Furniture Repair	

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Associations

Currency: All figures shown in USD unless otherwise stated

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
Irwin Seating Company	ACCOUNT - #42000067	No Action Recommended	02/29/2024

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: [View](#)

Account Number

Endorsement/Billing Reference *

Sales Representatives

harrissh@dnb.com

Credit Limit

Total Outstanding

Your Information Currency

US Dollar (USD)

Last Login : 05/29/2024 05:13:11 PM

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Irwin Seating Company Authorized Field Partner List			Jun-24		
Field Partner	Irwin RSM	Contact	Address	Address 2	E-Mail Address
Highland Seating	Alex McCallum	Steve Celeski	Regency Park 12 Welch Ave Ste 3	Stoughton, MA 02072	highlandseating@highlandseating.com
Corban Seating Company	Alex McCallum	Greg Corbin	PO Box 1645	Duxbury, MA 02231	gcorbin@corbinseating.com
The Essay Company	Alex McCallum	Jon Sandberg	1680 Huntingdon Pike, Unit 217	Huntingdon Valley, PA 19006	jonsandberg@comcast.net
Longo Associates	Alex McCallum	Bill Carraher	100 Hilltop Road	Ramsey, NJ 07446	bcarr@longoinc.com
Builders Specialty Service	Alex McCallum	Ben Burkholder	77 Wilson Avenue	Elizabethtown, PA 17022	benb@buildersspecialty.com
Professional Furnishings & Equipment	Alex McCallum	Gregg Stalker	2191 George Urban Blvd.	Depew, NY 14043	gs@profurnishings.com
McHugh Institutional Furnishings	Alex McCallum	Jeffrey Mulhall	50 Charles Lindbergh Blvd	Uniondale, NY 11553	jmulhall@mchf.com
A.T. Equipment Sales	Alex McCallum	George Tischler	180 Brook Street, Suite B & C	Scarsdale, NY 10583	george@atequipmentsales.com
Carberry Associates	Brian Yates	Tom Carberry	PO Box 242563	Anchorage, AK 99524	carberryassociates@acsalaska.net
Sierra School Equipment Company	Brian Yates	Pat McDermott	3003 Citation Way	Bakersfield, CA 93308	patmcdermott@ssecinc.com
The Kleinman Group	Brian Yates	Larry Kleinman	1933 Baja Vista Way	Camarillo, CA 93010	tkseating@gmail.com
Pacific Recreation	Brian Yates	Dave Hamil	99-899 Iwaena Street, Suite 104	Aiea, HI 96701	dave@pacrechawaii.com
ADP Lemco	Brian Yates	Schlyer Sommer	12702 S 200 W Suite 89	Draper, UT 84020	schlyers@adplemco.com
Fetzers Architectural Woodwork	Brian Yates	Rob Sciammarella	6223 W. Double Eagle Circle	Salt Lake City, UT 84118	rob@fetzers.com
H2i Group (OR/WA)	Brian Yates	Laura Nysoe	22121 17th Avenue SE, Suite E10	Bothell, WA 98021	lnysoe@h2igroup.com
RPA, Inc	Colin McCall	Will Allen	3703 5th Avenue South	Birmingham, AL 35222	wallen@rpainc.biz
Missco Interior Concepts	Colin McCall	Lee Stegall	2001 Airport Road, Suite 102	Flowood, MS 39232	lstegall@missco.com
Steve Ward and Associates	Colin McCall	Houston McSwain	7330 Cookrill Bend Industrial Road	Nashville, TN 37209	houston@swainc.com
Georgia Specialty Equipment	Colin McCall	Tripp Copeland	137 North 85 Parkway	Fayetteville, GA 30214	tcopeland@gsaequip.com
Contract 1 Furniture	Colin McCall	Sarn McCall	3601 Ridgeway Road	Duluth, GA 30096	smccall@contract1furniture.com
MasterCraft Bleachers	Colin McCall	Anthony Giugliano	6136 Bush River Road	Columbia, SC 29212	anthonyg@mastercraftbleachers.com
H2i Group (IA)	Kevin Schulz	Todd Ellison	3120 Capital Way	Cedar Falls, IA 50613	tellison@h2igroup.com
Mid-States School Equipment	Kevin Schulz	Charlie Burt	810-C NW Main	Lee's Summit, MO 64086	cburt@mssecl.com
H2i Group (MN)	Kevin Schulz	Tom Nessa	450 Industrial Blvd NE	Minneapolis, MN 55413	tnessa@h2igroup.com
Affinity Office Furniture	Kevin Schulz	Steve Hunt	1800 Burlington Street	Columbia, MO 65202	steve@affinityofficefurniture.com
School Products & Equipment Company	Kevin Schulz	Jordan Bleecker	1925 Frontier Drive	Bismark, ND 58504	jbleecker@schoolproductsnd.com
JWC Building Specialties	Kevin Schulz	Jlm Cogan	540 Progress Drive, Suite A	Hartland, WI 53029	jim@jwcwi.com
Northstar Equipment	Kevin Schulz	Steve Harrington	3073 S Chase Ave Suite 330	Milwaukee, WI 53207	steve@northstarequipmentllc.com
H2i Group (CO, WY)	Kevin Schulz	Greg Hanebuth	8676 Concord Center Drive	Englewood, CO 80112	ghanbuth@h2igroup.com
The Lowe Group	Matt Huebsch	Scott Lowe	22303 Tuwa Road	Tomball, TX 77375	scottlowe@the-lowegroup.com
Educational Contract Furniture Services (ECFS)	Matt Huebsch	Sherri Lowe	22303 Tuwa Road	Tomball, TX 77375	sherrilowe@ecfs.com
Institutional Products	Matt Huebsch	Cydney Earf	230 Cynthia Loop NW, Suite C	Albuquerque, NM 87114	cydney@institutionalproductsllc.com

Performance Surfaces	Matt Huebsch	Jim Holmes	821 West Wilshire	Oklahoma City, OK 73116	jholmes@performancesurfaces.com
Lone Star Furnishings	Matt Huebsch	Brad Jones	4301 Reeder Drive, Suite 100	Carrollton, TX 75010	brad@lonestarfurnishings.com
Worthington Contract Furniture	Matt Huebsch	Kirk Worthington	3006 Longhorn Blvd, Suite 104	Austin, TX 78758	kirk@worthingtoncf.com
H2I Group (IL)	Spence Benedict	Gavin Wilk	157 Eisenhower Lane North	Lombard, IL 60148	gwilk@h2igroup.com
Integrity Sales	Spence Benedict	Terry Harris	6586 E 500th Avenue	Mason, IL 62443	integrity.harris@gmail.com
BEC International	Spence Benedict	Ron Behl	2843 East Grand River Drive	East Lansing, MI 48823	rbehl@becinternational.com
Martin Public Seating	Spence Benedict	Dave Flickinger	5085 Park Avenue West Suite 150	Seville, OH 44273	d.flickinger@martinpublicseating.com
Union Wholesale	Tim McGonagle	Jim McLaughlin	500 East Front Street	Wilmington, DE 19801	jimmcl@uwco.com
H2I Group (MD/DC)	Tim McGonagle	Pete Caudle	8020A Old Annapolis Rd.	Columbia, MD 21045	pcaudle@h2igroup.com
Vantage Stadium Systems	Tim McGonagle	Eric Whitney	2510 Kenmore Road	Richmond, VA 23228	eric@vantagestadiums.com
Universal Equipment	Tim McGonagle	Lee Ritsema	102 Preswick Place	Cary, NC 27511	la.ritsema@gmail.com
Blankenship Associates	Tim McGonagle	Traci Smith	980 Trinity Road	Raleigh, NC 27607	tsmith@blankenshipassociates.com
Maffei-Strayer Furnishings	Tim McGonagle	Rich Strayer	147 Cobblestone Drive	Pittsburgh, PA 15237	rstrayer@mstrayerfurn.com
Virginia School Equipment Company	Tim McGonagle	Alan Williamson	916 Main Street	Lynchburg, VA 24504	alan@va-school.com
JH Pence Company	Tim McGonagle	Bill Pence	1334 8th Street SW	Roanoke, VA 24015	bpence@jhpence.com

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

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(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES RSB Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES RSB Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES RSB Initials of Authorized Representative of offeror

(D) 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 CFR Part 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

Does offeror agree? YES RSB Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES RSB Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES RSB Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Unless Supplier is exempt (*See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (*see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details*).

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ *RSB* _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ *RSB* _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Version March 19, 2024

Does offeror agree? YES ASB Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Irwin Seating Company

Address, City, State, and Zip Code: 3251 Fruit Ridge Ave NW Grand Rapids MI 49544

Phone Number: 616-574-7341 Fax Number: _____

Printed Name and Title of Authorized Representative: Spence Benedict, Sr. Regional Sales Manager

Email Address: spence.benedict@irwinseating.com

Signature of Authorized Representative:  Date: 6-10-2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard.** Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti-Kickback 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 FEMA.

- iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. **Standard.** If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. **Applicability.** This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. **Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental,

developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard.** If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability.** This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language.** The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. **Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. **Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
- c. **Requirements.**
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. **Suggested Language.** The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A. 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Irwin Seating Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Spence Benedict, Sr. Regional Sales Manager

Name and Title of Contractor's Authorized Official

6-10-2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Irwin Seating Company

Address, City, State, and Zip Code: 3251 Fruit Ridge Ave NW Grand Rapids MI 49544

Phone Number: 616-574-7341 Fax Number: _____

Printed Name and Title of Authorized Representative: Spence Benedict, Sr. Regional Sales Manager

Email Address: spence.benedict@irwinseating.com

Signature of Authorized Representative: _____

Date: 6-10-2024



Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Disclosure of Investment Activities in Iran
- DOC #7 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- DOC #8 New Jersey Business Registration Certificate
- DOC #9 EEOAA Evidence
- DOC #10 MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE
 N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Irwin Seating Company

Organization Address: 3251 Fruit Ridge Ave NW, Grand Rapids MI 49544

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Earle S. Irwin	3251 Fruit Ridge Ave NW, Grand Rapids MI 49544

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
None exist	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Spence Benedict	Title:	Sr. Regional Sales Manager
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Signature:



6/10/2024

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

SS:

I, Spence Benedict residing in
Grand Rapids (name of municipality) (name of affiant)
in the County of Kent and State of Michigan of
full age, being duly sworn according to law on my oath depose and say that:

I am Sr. Regional Sales Manager of the firm of Irwin Seating Company
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled Omnia Partners - Furniture Contract, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding
in connection with the above named project; and that all statements contained in said proposal
and in this affidavit are true and correct, and made with full knowledge that the Various
_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established commercial or
selling agencies maintained by Irwin Seating Company.

Subscribed and sworn to

before me this day

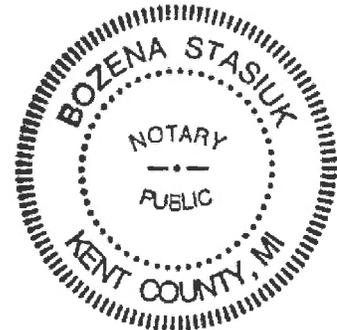
Signature Spence Benedict

June 10th, 2024

Spence Benedict
(Type or print name of affiant under signature)

Bozena Stasiuk

Notary public of Kent County **BOZENA STASIUK**
Notary Public, State of Michigan
County of Kent
My Commission expires Jun. 11, 2029
Acting in the County of _____
(Seal)



**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Irwin Seating Company
Street: 3251 Fruit Ridge Ave NW
City, State, Zip Code: Grand Rapids MI 49544

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein are true and correct to the best of my knowledge and belief.

6-10-2024

Date



Spence Benedict, Sr. Regional Sales
Manager

DOC #3, continued
P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." (N.J.S.A. 19:44A-20.26(b)) The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE
PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED,
CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Irwin Seating Company

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

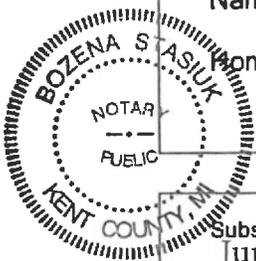
Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Earle S. Irwin	Name:
Home Address: 1860 Lake Drive SE East Grand Rapids MI 49506	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:



Subscribed and sworn before me this 10th day of June, 2024

Bozena Stasiuk
(Notary Public)

My Commission expires:

BOZENA STASIUK
 Notary Public, State of Michigan
 County of Kent
 My Commission Expires Jun. 11, 2029
 Acting in the County of _____

Spence Benedict Sr.

Spence Benedict Sr. RSM
(Print name & title of affiant)

(Corporate Seal)





DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Region 4 ESD - Omnia Partners - Furniture
VENDOR NAME: Irwin Seating

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Blank lines for providing details on investment activities.

Duration of Engagement
Anticipated Cessation Date

*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from...

Signature: Spence Benedict, Sr. Date: 10-2024

Spence Benedict, Sr. RSM
Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)



A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR



B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR



C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

Signature of Vendor's Authorized Representative

Spence Benedict, Sr. RSM

Print Name and Title of Vendor's Authorized Representative

Irwin Seating Company

Vendor's Name

3251 Fruit Ridge Ave NW

Vendor's Address (Street Address)

Grand Rapids MI 49544

Vendor's Address (City/State/Zip Code)

(Attach Additional Sheets If Necessary.)

6-10-2024

Date

38-1333053

Vendor's FEIN

616-574-7341

Vendor's Phone Number

Vendor's Fax Number

spence.benedict@irwinseating.com

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 2621(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
LONG FORM STANDING WITH OFFICERS AND DIRECTORS**

**IRWIN SEATING COMPANY
0100582245**

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Michigan Foreign For-Profit Corporation was registered by this office on March 18, 1994.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

*NATIONAL REGISTERED AGENTS, INC.
820 BEAR TAVERN ROAD
WEST TRENTON, NJ 08628*

I further certify that as of the date of this certificate, the following were listed as officers/directors of this business on the last Annual Report filed in this office on March 20, 2024.

<i>PRESIDENT</i>	<i>GRAHAM IRWIN 3251 FRUIT RIDGE AVE NW GRAND RAPIDS, MI 49544</i>
<i>SECRETARY</i>	<i>RAY VANDERKOOI 3251 FRUIT RIDGE AVE NW GRAND RAPIDS, MI 49544</i>
<i>TREASURER</i>	<i>RAY VANDERKOOI 3251 FRUIT RIDGE AVE NW GRAND RAPIDS, MI 49544</i>
<i>VICE PRESIDENT</i>	<i>Guk Low 3251 Fruit Ridge Ave NW Grand Rapids, MI 49544</i>
<i>VICE PRESIDENT</i>	<i>Michael Brown 610 Cumberland Rd Altamont, IL 62411</i>

Continued on next page...

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
LONG FORM STANDING WITH OFFICERS AND DIRECTORS**

**IRWIN SEATING COMPANY
0100582245**

VICE PRESIDENT

Colin Irwin

3251 Fruit Ridge Ave NW

Grand Rapids, MI 49544



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
10th day of June, 2024*

*Elizabeth Maher Muoio
State Treasurer*

Certificate Number : 6154279116

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Spence Benedict Title: Sr. Regional Sales Manaer

Signature:



0/2024

From: [Spence Benedict](#)
To: [Spence Benedict](#)
Subject: FW: 2023 EEO-1 Component 1 Report Certification Confirmation
Date: Monday, June 10, 2024 1:43:40 PM

From: EEOC Notifications <EEOCNotifications@westat.com>
Sent: Wednesday, May 29, 2024 10:11 AM
To: Melissa Lowrie <melissa.lowrie@irwinseating.com>
Cc: Cara Obert <cara.obert@irwinseating.com>
Subject: 2023 EEO-1 Component 1 Report Certification Confirmation



IRONSCALES couldn't recognize this email as this is the first time you received an email from this sender EEOCNotifications@westat.com

*****Please do not respond directly to this email. This email account is not monitored.*****

Congratulations. You have completed the 2023 EEO-1 Component 1 Report for IRWIN SEATING CO. If you have not already done so, please save or print a copy of the report for your records. Follow this link <https://eeocdata.org/eeo1/signin> to log back into the EEO-1 Component 1 Online Filing System to save or print a copy of the reports for your records.

If you would like to reopen your report to make edits or adjustments, you are able to decertify your report and makes changes as needed while the data collection period is open.

After making the edits, you **MUST** re-certify your report. Please note that once the filing deadline has passed, you cannot decertify your report. To decertify your report:

- Log into the Online Filing System
- Select the company from “Your My Employer List”
- On your “Employer Dashboard”, select/unlock the green "Decertify" button
- Select "Report EEO-1 Component 1 Report Data" and make edits as needed
- You will need to repeat the certification process after making any edits.

To print your 2023 EEO-1 Data Collection reports:

- Log into the Online Filing System
- On your Employer Dashboard, select the green "Report" button
- You can view and download all certified reports for the employer by selecting the "Download" button.

If you need additional assistance, please use the Message Center within the Online Filing System.

Employer Name: IRWIN SEATING CO

OFS Company ID: D149464

Year: 2023

Certification Date: 5/29/2024 10:09 AM

Number of Reports Filed: 2

Certifying Official: MELISSA LOWRIE

Title: WAGE AND BENEFIT SPECIALIST

Thank you,

EEO-1 Component 1 Filer Support Team

For more information about filing your 2023 EEO-1 Component 1 report(s), please contact the EEO-1 Component 1 Filer Support Team via the online Message Center at www.eeocdata.org/eeo1.

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)**

EEOC Standard Form 100 (SF 100)
Revised 08/2023
OMB Control Number: 3046-0049
Expiration Date: 11/30/2026

**SECTION A – TYPE OF REPORT
CONSOLIDATED REPORT**

SECTION B – EMPLOYER IDENTIFICATION

OFS COMPANY ID D149464	EMPLOYER NAME IRWIN SEATING CO		
ADDRESS 3251 FRUIT RIDGE AVENUE NORTHWEST	CITY/TOWN GRAND RAPIDS	STATE MI	ZIP CODE 49544

SECTION C – HEADQUARTERS OR ESTABLISHMENT-LEVEL IDENTIFICATION (if applicable)

HQ/ESTABLISHMENT-LEVEL UNIT ID	HEADQUARTERS OR ESTABLISHMENT-LEVEL NAME		
HEADQUARTERS OR ESTABLISHMENT-LEVEL ADDRESS	CITY/TOWN	STATE	ZIP CODE

**SECTION D – EMPLOYER IDENTIFICATION NUMBER (EIN)
381333053**

SECTION E – EMPLOYER FILING ELIGIBILITY

YES (Employer Is Eligible to File) NO (Employer Is Not Eligible to File) EMPLOYER NO LONGER IN BUSINESS

SECTION F – FEDERAL CONTRACTOR DESIGNATION (if applicable)

Unique Entity ID (UEI): UNAVAILABLE

YES (Single-Establishment Employer is Federal Contractor) YES (Multi-Establishment Employer is Federal Contractor)
 YES (Headquarters is Federal Contractor) YES (Non-Headquarters Establishment is Federal Contractor)
 YES (One or More Non-Headquarters Establishments is Federal Contractor)

SECTION G – NAICS INFORMATION

337127 - Institutional Furniture Manufacturing

SECTION H – WORKFORCE DEMOGRAPHIC DATA

JOB CATEGORIES	Race/Ethnicity														Row Total	
	Hispanic or Latino		Not Hispanic or Latino													
			Male							Female						
	Male	Female	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races		
Executive/Senior Level Officials and Managers	0	0	20	0	1	0	0	0	0	5	0	0	0	0	0	26
First/Mid-Level Officials and Managers	1	1	30	0	0	0	0	0	0	5	0	0	0	0	0	37
Professionals	0	1	33	0	0	0	0	0	0	16	0	1	0	1	0	52
Technicians	1	0	19	0	0	0	0	0	0	4	0	0	0	0	0	24
Sales Workers	0	0	11	0	0	0	0	0	0	4	0	0	0	0	0	15
Administrative Support Workers	0	0	8	0	0	0	0	0	1	36	1	0	0	0	0	46
Craft Workers	0	0	18	0	0	0	0	0	0	0	0	0	0	0	0	18
Operatives	5	0	79	5	3	0	0	0	0	32	0	1	0	1	0	126
Laborers and Helpers	17	13	39	10	2	1	0	0	0	34	1	3	0	0	0	120
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CURRENT 2023 REPORTING YEAR TOTAL	24	15	257	15	6	1	0	1	136	2	5	0	2	0	0	464
PRIOR 2022 REPORTING YEAR TOTAL	23	13	232	12	6	1	0	1	129	3	5	0	2	0	0	427

**SECTION I – WORKFORCE SNAPSHOT PERIOD
10/1/2023 - 10/31/2023**

SECTION J – HEADQUARTERS OR ESTABLISHMENT-LEVEL COMMENTS (optional)

Not Applicable

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)**

EEOC Standard Form 100 (SF 100)
Revised 08/2023
OMB Control Number: 3046-0049
Expiration Date: 11/30/2026

SECTION K – OFFICIAL CERTIFICATION OF SUBMISSION

EMPLOYER IDENTIFICATION

OFS COMPANY ID D149464	EMPLOYER NAME IRWIN SEATING CO		
ADDRESS 3251 FRUIT RIDGE AVENUE NORTHWEST	CITY/TOWN GRAND RAPIDS	STATE MI	ZIP CODE 49544

CERTIFICATION COMMENTS (optional)

No Certification Comments Provided

CERTIFICATION STATEMENT

"I certify that the information, including any workforce demographic data, provided in this report is correct and true to the best of my knowledge and was prepared in conformity with the directions set forth in the form and accompanying instructions."
Knowingly and willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.

DATE OF CERTIFICATION

5/29/2024 10:09 AM [EST]

EMPLOYER'S CERTIFYING OFFICIAL

Name of Employer's Certifying Official MELISSA LOWRIE	Title of Certifying Official WAGE AND BENEFIT SPECIALIST
Email Address of Certifying Official MELISSA.LOWRIE@IRWINSEATING.COM	Telephone Number of Certifying Official 616-574-7334

PRIMARY POINT OF CONTACT (POC) FOR EEO-1 COMPONENT 1 REPORTING

Name of Primary POC MELISSA LOWRIE	Title and Employer of Primary POC WAGE AND BENEFIT SPECIALIST IRWIN SEATING COMPANY
Email Address of Primary POC MELISSA.LOWRIE@IRWINSEATING.COM	Telephone Number of Primary POC 616-574-7334

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)**

EEOC Standard Form 100 (SF 100)
Revised 08/2023
OMB Control Number: 3046-0049
Expiration Date: 11/30/2026

**SECTION A – TYPE OF REPORT
HEADQUARTERS REPORT**

SECTION B – EMPLOYER IDENTIFICATION

OFS COMPANY ID D149464	EMPLOYER NAME IRWIN SEATING CO			
ADDRESS 3251 FRUIT RIDGE AVENUE NORTHWEST		CITY/TOWN GRAND RAPIDS	STATE MI	ZIP CODE 49544

SECTION C – HEADQUARTERS OR ESTABLISHMENT-LEVEL IDENTIFICATION (if applicable)

HQ/ESTABLISHMENT-LEVEL UNIT ID D149464	HEADQUARTERS OR ESTABLISHMENT-LEVEL NAME IRWIN SEATING CO			
HEADQUARTERS OR ESTABLISHMENT-LEVEL ADDRESS 3251 FRUIT RIDGE AVENUE NORTHWEST		CITY/TOWN GRAND RAPIDS	STATE MI	ZIP CODE 49544

**SECTION D – EMPLOYER IDENTIFICATION NUMBER (EIN)
381333053**

SECTION E – EMPLOYER FILING ELIGIBILITY

YES (Employer Is Eligible to File) NO (Employer Is Not Eligible to File) EMPLOYER NO LONGER IN BUSINESS

SECTION F – FEDERAL CONTRACTOR DESIGNATION (if applicable)

Unique Entity ID (UEI): UNAVAILABLE

YES (Single-Establishment Employer is Federal Contractor) YES (Multi-Establishment Employer is Federal Contractor)
 YES (Headquarters is Federal Contractor) YES (Non-Headquarters Establishment is Federal Contractor)
 YES (One or More Non-Headquarters Establishments is Federal Contractor)

SECTION G – NAICS INFORMATION

337127 - Institutional Furniture Manufacturing

SECTION H – WORKFORCE DEMOGRAPHIC DATA

JOB CATEGORIES	Race/Ethnicity														Row Total
	Hispanic or Latino		Not Hispanic or Latino												
			Male						Female						
	Male	Female	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	
Executive/Senior Level Officials and Managers	0	0	16	0	1	0	0	0	3	0	0	0	0	0	20
First/Mid-Level Officials and Managers	0	1	19	0	0	0	0	0	3	0	0	0	0	0	23
Professionals	0	0	12	0	0	0	0	0	10	0	1	0	1	0	24
Technicians	1	0	11	0	0	0	0	0	3	0	0	0	0	0	15
Sales Workers	0	0	10	0	0	0	0	0	3	0	0	0	0	0	13
Administrative Support Workers	0	0	5	0	0	0	0	1	25	1	0	0	0	0	32
Craft Workers	0	0	8	0	0	0	0	0	0	0	0	0	0	0	8
Operatives	5	0	37	5	3	0	0	0	16	0	1	0	1	0	68
Laborers and Helpers	17	13	38	10	2	1	0	0	34	1	3	0	0	0	119
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CURRENT 2023 REPORTING YEAR TOTAL	23	14	156	15	6	1	0	1	97	2	5	0	2	0	322
PRIOR 2022 REPORTING YEAR TOTAL	22	13	148	12	6	1	0	1	96	3	5	0	2	0	309

**SECTION I – WORKFORCE SNAPSHOT PERIOD
10/1/2023 - 10/31/2023**

SECTION J – HEADQUARTERS OR ESTABLISHMENT-LEVEL COMMENTS (optional)

No Comments Provided

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
2023 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)**

EEOC Standard Form 100 (SF 100)
Revised 08/2023
OMB Control Number: 3046-0049
Expiration Date: 11/30/2026

**SECTION A – TYPE OF REPORT
ESTABLISHMENT-LEVEL REPORT**

SECTION B – EMPLOYER IDENTIFICATION

OFS COMPANY ID
D149464

EMPLOYER NAME
IRWIN SEATING CO

ADDRESS
3251 FRUIT RIDGE AVENUE NORTHWEST

CITY/TOWN
GRAND RAPIDS

STATE
MI

ZIP CODE
49544

SECTION C – HEADQUARTERS OR ESTABLISHMENT-LEVEL IDENTIFICATION (if applicable)

HQ/ESTABLISHMENT-LEVEL UNIT ID
T660826

HEADQUARTERS OR ESTABLISHMENT-LEVEL NAME
IRWIN TELESCOPIC SEATING COMPANY

HEADQUARTERS OR ESTABLISHMENT-LEVEL ADDRESS
610 EAST CUMBERLAND RD

CITY/TOWN
ALTAMONT

STATE
IL

ZIP CODE
62411

**SECTION D – EMPLOYER IDENTIFICATION NUMBER (EIN)
381333053**

SECTION E – EMPLOYER FILING ELIGIBILITY

YES (Employer Is Eligible to File) NO (Employer Is Not Eligible to File) EMPLOYER NO LONGER IN BUSINESS

SECTION F – FEDERAL CONTRACTOR DESIGNATION (if applicable)

Unique Entity ID (UEI): UNAVAILABLE

YES (Single-Establishment Employer is Federal Contractor) YES (Multi-Establishment Employer is Federal Contractor)
 YES (Headquarters is Federal Contractor) YES (Non-Headquarters Establishment is Federal Contractor)
 YES (One or More Non-Headquarters Establishments is Federal Contractor)

**SECTION G – NAICS INFORMATION
337127 - Institutional Furniture Manufacturing**

SECTION H – WORKFORCE DEMOGRAPHIC DATA

JOB CATEGORIES	Race/Ethnicity														Row Total
	Hispanic or Latino		Not Hispanic or Latino												
			Male						Female						
	Male	Female	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	
Executive/Senior Level Officials and Managers	0	0	4	0	0	0	0	0	2	0	0	0	0	0	6
First/Mid-Level Officials and Managers	1	0	11	0	0	0	0	0	2	0	0	0	0	0	14
Professionals	0	1	21	0	0	0	0	0	6	0	0	0	0	0	28
Technicians	0	0	8	0	0	0	0	0	1	0	0	0	0	0	9
Sales Workers	0	0	1	0	0	0	0	0	1	0	0	0	0	0	2
Administrative Support Workers	0	0	3	0	0	0	0	0	11	0	0	0	0	0	14
Craft Workers	0	0	10	0	0	0	0	0	0	0	0	0	0	0	10
Operatives	0	0	42	0	0	0	0	0	16	0	0	0	0	0	58
Laborers and Helpers	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CURRENT 2023 REPORTING YEAR TOTAL	1	1	101	0	0	0	0	0	39	0	0	0	0	0	142
PRIOR 2022 REPORTING YEAR TOTAL	1	0	84	0	0	0	0	0	33	0	0	0	0	0	118

**SECTION I – WORKFORCE SNAPSHOT PERIOD
10/1/2023 - 10/31/2023**

SECTION J – HEADQUARTERS OR ESTABLISHMENT-LEVEL COMMENTS (optional)

No Comments Provided



DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Omnia Partners - ESD #4 Furniture

VENDOR NAME: Irwin Seating Company

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or
OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentat contract(s) with the law, and it will constitute a material breach of my this certification void and unenforceable.

Spence Benedict
Signature

6-10-2024

Date

Spence Benedict, Sr. Regional Sales Manager
Print Name and Title



December 17, 2024

Spence Benedict
Sr. Regional Sales Manager
Irwin Seating Company
3251 Fruit Ridge Ave NW
Grand Rapids, MI 49544
Spence.benedict@irwinseating.com

Re: Award of Contract # R240106

Dear Spence Benedict:

Per official action taken by the Board of Directors of Region 4 Education Service Center on December 17, 2024, we are pleased to announce that Irwin Seating Company has been awarded a (3) three-year contract for the following, based on the online proposal RFP# R240106 opened on June 13, 2024:

Commodity/Service

Supplier

Furniture, Installation, and Related Services

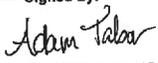
Irwin Seating Company

This contract is effective December 17, 2024, and will expire on December 31, 2027. As indicated above, your contract number is R240106. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC and Irwin Seating Company.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact our Procurement Department at 713-462-7708 or questions@esc4.net.

Sincerely,

Signed by:

A5A9F62707BB46B...

Adam Tabor
Procurement Director



To: Rodney Watson, Ph.D.
Executive Director

From: Adam Tabor, MBA, RTSBA
Director, Procurement

Date: December 17, 2024

Re: Furniture, Installation, and Related Services; RFP # 24-01

The Evaluation Committee has reviewed the responses and recommend that the following companies be awarded:

- Affordable Interior Systems, Inc. (AIS)
- Allsteel LLC
- Enwork (ASSA Group dba Enwork)
- DLT Solutions LLC
- Exemplis LLC (SitOnIt Seating)
- Identity Group
- Irwin Seating Company
- Jasper Seating Company, Inc. (dba JSI/Jasper Group)
- Kimball International Brands, Inc.
- Krueger International, Inc.
- Lakeshore Learning Materials, LLC
- Meteor Education, LLC
- ODP Business Solutions (ODP Business Solutions, LLC)
- OFS Brands Inc.
- Safco Products Co.
- School Specialty, LLC
- Teknion LLC
- The HON Company LLC
- VS America, Inc.
- WB Manufacturing, LLC
- Wenger Corporation

The recommended vendors submitted offers that were determined to be most advantageous to OMNIA Partners, Public Sector members, based upon the bid tabulation. All the recommended respondents were determined to be competitively priced and strong for the specified services outlined in the RFP.

We believe all recommended vendors demonstrate the ability to provide and perform the services requested in the proposal. We will monitor their performance and determine at the end of each year if they are eligible for renewal with each new term.

This multiple award is recommended as most advantageous as it limits contract awards to the least number of suppliers necessary to meet the requirements of OMNIA Partners, Public Sector members. In order to serve the entire nation, a multiple award is recommended to provide any governmental agency with complete coverage of commodities, services and any other offering within the scope of proposal.

Please let me know if you have any questions.



To: Christine Dorantes
Contract Manager

From: Adam Tabor, MBA, RTSBA
Director, Procurement

Date: December 18, 2024

Re: Approval of Contract Award

Per official action taken by the Board of Directors of Region 4 Education Service Center (ESC) on December 17, 2024 the following contracts were approved as presented:

➤ **Furniture, Installation, and Related Services**

- Affordable Interior Systems, Inc. (AIS)
- Allsteel LLC
- Enwork (ASSA Group dba Enwork)
- DLT Solutions LLC
- Exemplis LLC (SitOnIt Seating)
- Identity Group
- Irwin Seating Company
- Jasper Seating Company, Inc. (dba JSI/Jasper Group)
- Kimball International Brands, Inc.
- Krueger International, Inc.
- Lakeshore Learning Materials, LLC
- Meteor Education, LLC
- ODP Business Solutions (ODP Business Solutions, LLC)
- OFS Brands Inc.
- Safco Products Co.
- School Specialty, LLC
- Teknion LLC
- The HON Company LLC
- VS America, Inc.
- WB Manufacturing, LLC
- Wenger Corporation

Contracts are effective December 17, 2024. If you have any questions, please let me know.



Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Irwin Seating Company hereby provides notice of the following update to
(Vendor Name)

Contract number: R240106 for Furniture, Installation, and Related Services on this date 03.03.2025.
Contract Title

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned.

Authorized Distributors/Dealers
____ Addition
____ Deletion
____ Supporting Documentation

Price Update
X ____ Supporting Documentation

Products/Services
____ New Addition
____ Update Only
____ Supporting Documentation

Material Change
____ Assignment
____ Change in ownership (sale/purchase)
____ Bankruptcy
____ Acquisition
____ Merger
____ Supporting Documentation

Discontinued Products/Services
____ Supporting Documentation

States/Territories
____ Supporting Documentation

Other _____
____ Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary). For material changes, indicate the name of the company of the awarded supplier and the official name of assigned or added company.

2025 pricing reflects 5% escalation from 2024 vs previous 3%. 2026 escalation updated to 5%. Base prices updated to reflect 2025 pricing.

Signature of Vendor: Julia Kuhlmann

Approved Date 3/17/2025

Submitted By: Julia Kuhlmann

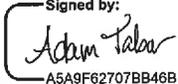
Denied Date _____

Title: Director of Distribution Partnerships

Region 4 ESC 1st Review: DS
CW
Initials

Contact Phone Number: 616.574.7153

Region 4 ESC:

Signed by:

A5A9F62707BB46B...
Signature

Email Address: julia.kuhlmann@irwinseating.com

For material changes, the awarded contract holder and/or subsequent assignee agrees to and understands the following principles:

i. **Contract holder reference.** If the contract holder undergoes a merger, acquisition, or partial assignment, in which case they still maintain the contract, then all transactions made under the existing contract number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract, must be provided and approved by Region 4.

In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

ii. **Maintenance of records.** Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to OMNIA Partners, Public Sector and/or contract number pursuant to the statutory requirements identified in the vendor contract.

iii. **Payments.** Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iv. **Handling of Proprietary and/or Confidential Information.** In accord with the terms of the contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of Region 4, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under the contract. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the Region 4/vendor Master Agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.



Dedicating ourselves to customer satisfaction, employee well-being, and profitable growth.

March 7, 2025

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

Subject: March 2025 Pricing Increases

Dear Region 4 Education Services,

Thank you for your inquiry regarding our submitted pricing.

The pricing we are submitting reflects a 2% increase from what was originally proposed for RFP 24-01, adjusting the 2025 and 2026 escalation from 3% to 5%. This adjustment is necessary due to evolving market conditions.

When Irwin submitted our RFP in June 2024, it was prior to the change in administration. Since then, we have been navigating an uncertain economic landscape, particularly with the imposition of tariffs on steel, aluminum, and other key materials used in fixed seating and telescopic platforms/bleachers. In addition, we continue to navigate inflation in domestic labor costs. While Irwin products are proudly manufactured in the United States with a strong domestic supply chain, we are seeing increased demand on our suppliers as more businesses shift to sourcing domestically.

Given these factors, we believe this pricing adjustment is both reasonable and necessary to ensure stability in our supply chain and continued high-quality service. We appreciate your understanding and consideration.

Sincerely,

Irwin Seating Company

A handwritten signature in cursive script that reads "Julia Kuhlmann".

Julia Kuhlmann
Director of Distribution Partnerships

Julia Kuhlmann, Director of Distribution Partnerships
Shipping Address: 3251 Fruit Ridge NW • Grand Rapids, Michigan 49544, USA
Direct Phone: (616) 574-7153 • julia.kuhlmann@irwinseating.com
An EEOC/AA Employer

DocuSign Envelope ID: 8F24F871-D301-4171-ACCA-F08E7C4453BE

Irwin Seating Company Purchase Contract Price List





Terms & Conditions:

All pricing included is LIST PRICE, subject to discount per contract terms and conditions.

Pricing is good for product shipping through 12/31/2025.

Add 5% for shipment in 2026, 8% for shipment in 2027, 11% for shipments in 2028, escalations for shipments beyond 2028 can be negotiated.

All pricing is based on the specified product configurations. Any changes to the configuration may impact pricing. Additional configuration options are available upon request.

The price list below does not represent the full range of available products, as Irwin Seating offers millions of possible configurations. The listed prices reflect standard and commonly selected options. Custom configurations and additional features are available upon request.

All pricing is based on using customer's own material (COM) or Grade 1 fabric. See chart for adds for other fabric grades.

All pricing is based on indoor use. Check with your sales representative for pricing for product configured for outdoor use.

All pricing is based on standard finishes. Exposed hardwood components are Northern Grown Maple. Custom colors, finishes and wood species available - see your sales representative for pricing.

All power and data is based on 110V power and accommodation for owner provided data systems. USB power is extra and priced by project.

Accessories are priced per item, not per chair, unless otherwise noted.

Freight and installation available on a per project, prepay and add basis.

Model	Description	750+	250-749	100-249	25-99	10-24	1-9
Citation 90.12.00.4	 <ul style="list-style-type: none"> No. 90 Citation back with polymer rear panel, upholstered cover over 2" foam No. 12 self rising seat with ergo substrate No. 00 open aisle standards No. 4 chair platform (steel) Comfort curved polymer arms Floor mount 	349.65	360.14	370.63	437.06	687.06	1,062.06
Citation 90.12.10.4	 <ul style="list-style-type: none"> No. 90 Citation back with polymer rear panel, upholstered cover over 2" foam No. 12 self rising seat with ergo substrate No. 10 aisle panel with laminate insert panel No. 4 chair platform (steel) Comfort curved polymer arms Floor mount 	354.79	365.43	376.08	443.49	693.49	1,068.49
Citation 90.12.86.4	 <ul style="list-style-type: none"> No. 90 Citation back with polymer rear panel, upholstered cover over 2" foam No. 12 self rising seat with ergo substrate No. 86 laminate surfaced aisle panel No. 4 chair platform (steel) Flat solid hardwood arms Floor mount 	376.91	388.22	399.52	471.14	721.14	1,096.14
Millennium 91.12.00.4	 <ul style="list-style-type: none"> No. 91 Millennium back with polymer rear panel, upholstered cover over 2" foam No. 12 self rising seat with ergo substrate No. 00 open aisle standards No. 4 chair platform (steel) Comfort curved polymer arms Floor mount 	349.65	360.14	370.63	437.06	687.06	1,062.06
Millennium 91.12.10.4	 <ul style="list-style-type: none"> No. 91 Millennium back with polymer rear panel, upholstered cover over 2" foam No. 12 self rising seat with ergo substrate No. 10 aisle panel with veneer insert panel & cantilevered mounting foot No. 4 chair platform (steel) Comfort curved solid hardwood aisle arms, polymer center arms Floor mount 	371.37	382.51	393.65	464.21	714.21	1,089.21
Millennium 91.12.66.4	 <ul style="list-style-type: none"> No. 91 Millennium back with polymer rear panel, upholstered cover over 2" foam No. 12 self rising seat with ergo substrate No. 66 veneer surfaced aisle panel No. 4 chair platform (steel) Comfort curved solid hardwood arms Floor mount 	389.07	400.74	412.41	486.34	736.34	1,111.34

Model	Description	750+	250-749	100-249	25-99	10-24	1-9
Marquee 51.12.00.4	 <ul style="list-style-type: none"> No. 51 Marquee back with polymer rear panel, upholstered, tufted cover over 2" foam No. 12 self rising seat with ergo substrate No. 00 open aisle standards No. 4 chair platform (steel) Comfort curved polymer arms Floor mount 	410.14	422.44	434.75	512.68	762.68	1,137.68
Marquee 51.12.10.4	 <ul style="list-style-type: none"> No. 51 Marquee back with polymer rear panel, upholstered, tufted cover over 2" foam No. 12 self rising seat with ergo substrate No. 10 aisle panel with veneer insert panel No. 4 chair platform (steel) Flat solid hardwood arms Floor mount 	435.88	448.96	462.03	544.85	794.85	1,169.85
Marquee 51.12.56.4	 <ul style="list-style-type: none"> No. 51 Marquee back with polymer rear panel, upholstered, tufted cover over 2" foam No. 12 self rising seat with ergo substrate No. 56 veneer surfaced aisle panel No. 4 chair platform (steel) Comfort curved solid hardwood arms Floor mount 	449.56	463.05	476.53	561.95	811.95	1,186.95
Meteor 8.12.10.4	 <ul style="list-style-type: none"> No. 8 Meteor back with veneer surfaced rear panel & exposed fasteners, 2" foam pad No. 12 self rising seat with ergo substrate No. 10 aisle panel with veneer surfaced insert No. 4 chair platform (steel) Comfort curved solid hardwood arms Floor mount 	586.15	603.73	621.32	732.69	982.69	1,357.69
Meteor 8.12.56.4	 <ul style="list-style-type: none"> No. 8 Meteor back with laminate surfaced rear panel & exposed fasteners, 2" foam pad No. 12 self rising seat with ergo substrate No. 56 laminate surfaced aisle panel with cantilevered mounting foot No. 4 chair platform (steel) Flat laminate surfaced arms Floor mount 	586.18	603.77	621.35	732.73	982.73	1,357.73
Saturn 22.12.00.4	 <ul style="list-style-type: none"> No. 22 Saturn back with veneer surfaced rear panel & exposed fasteners, 2" foam pad No. 12 self rising seat with ergo substrate No. 00 open aisle end standard No. 4 chair platform (steel) Comfort curved polymer arms Floor mount 	550.55	567.07	583.58	688.19	938.19	1,313.19

Model	Description	750+	250-749	100-249	25-99	10-24	1-9
Century 6.12.17.4	 <ul style="list-style-type: none"> No. 6 Century back with veneer surfaced rear panel & concealed fasteners, 2" foam pad No. 12 self rising seat with ergo substrate No. 17 veneer surfaced aisle panel No. 4 chair platform (steel) Flat solid hardwood arms Floor mount 	648.31	667.76	687.21	810.39	1,060.39	1,435.39
Century 6.12.140.8	 <ul style="list-style-type: none"> No. 6 Century back with veneer surfaced rear panel & concealed fasteners, 2" foam pad No. 12 self rising seat with ergo substrate No. 140 Fireside cast aluminum aisle standard with one color highlight No. 8 chair platform (steel) Flat solid hardwood arms Floor mount 	751.76	774.31	796.87	939.70	1,189.70	1,564.70
Grand Rapids 10.12.60.4	 <ul style="list-style-type: none"> No. 10 Grand Rapids back with veneer surfaced rear panel & concealed fasteners, 2" foam pad No. 12 self rising seat with ergo substrate No. 60 veneer surfaced aisle panel with block front No. 4 chair platform (steel) Flat solid hardwood arms Floor mount 	706.25	727.44	748.63	882.81	1,132.81	1,507.81
Rialto 29.12.141.8	 <ul style="list-style-type: none"> No. 29 Rialto back with veneer surfaced rear panel & exposed fasteners, 2" foam pad No. 12 self rising seat with ergo substrate No. 141 Zeigfield cast aluminum aisle standard with one color highlight No. 8 chair platform (steel) Scrolled solid hardwood arms Floor mount 	731.74	753.69	775.64	914.68	1,164.68	1,539.68
Emerson 69.12.150.8	 <ul style="list-style-type: none"> No. 69 Emerson back with veneer surfaced rear panel & exposed fasteners, 2" foam pad No. 12 self rising seat with ergo substrate No. 150 Breton cast aluminum aisle standard with one color highlight No. 8 chair platform (steel) Flat solid hardwood arms Floor mount 	796.46	820.35	844.25	995.58	1,245.58	1,620.58
New Amsterdam 83.12.158.8	 <ul style="list-style-type: none"> No. 83 New Amsterdam back with veneer surfaced rear panel & concealed fasteners, 2" foam pad No. 12 self rising seat with ergo substrate No. 158 New Amsterdam cast aluminum aisle standard with one color highlight No. 8 chair platform (steel) Scrolled solid hardwood arms Floor mount 	860.06	885.86	911.66	1,075.08	1,325.08	1,700.08

Model	Description	750+	250-749	100-249	25-99	10-24	1-9
Springfield 11.12.155.8	 <ul style="list-style-type: none"> No. 11 Springfield back with veneer surfaced rear panel & concealed fasteners, 2" foam pad No. 12 self rising seat with ergo substrate No. 155 Baroque cast aluminum aisle standard with one color highlight No. 8 chair platform (steel) Scrolled solid hardwood arms Floor mount 	844.64	869.98	895.32	1,055.80	1,305.80	1,680.80
Allegro 27.12.17.4	 <ul style="list-style-type: none"> No. 27 Allegro back with veneer surfaced rear panel & concealed fasteners, 2" foam pad No. 12 self rising seat with ergo substrate No. 17 veneer surfaced aisle panel No. 4 chair platform (steel) Comfort curved solid hardwood arms Floor mount 	702.87	723.96	745.04	878.59	1,128.59	1,503.59
Allegro 27.17.60.17	 <ul style="list-style-type: none"> No. 27 Allegro back with veneer surfaced rear panel & concealed fasteners, 2" foam pad No. 17 gravity lift wood bottom seat No. 60 veneer surfaced aisle panel with block front No. 17 chair platform (steel) Flat solid hardwood arms Floor mount 	895.71	922.58	949.45	1,119.64	1,369.64	1,744.64
Andante 37.12.74.4	 <ul style="list-style-type: none"> No. 37 Andante back with veneer surfaced rear panel & concealed fasteners, 2" foam pad No. 12 self rising seat with ergo substrate No. 74 veneer surfaced aisle panel w block front No. 4 chair platform (steel) Comfort curved solid hardwood arms Floor mount 	639.62	658.81	678.00	799.53	1,049.53	1,424.53
Marquee 52.12.66.4	 <ul style="list-style-type: none"> No. 52 Marquee back with veneer surfaced rear panel & concealed fasteners, 2" foam pad No. 12 self rising seat with ergo substrate No. 66 veneer surfaced aisle panel w block front No. 4 chair platform (steel) Flat solid hardwood arms Floor mount 	903.34	930.44	957.54	1,129.18	1,379.18	1,754.18
Crusader 1.14.86.4	 <ul style="list-style-type: none"> No. 1 Crusader back, veneer surfaced No. 14 self rising seat No. 86 veneer surfaced aisle panel No. 4 chair platform (steel) Flat solid hardwood arms Floor mount 	445.99	459.37	472.75	557.49	807.49	1,182.49

Model	Description	750+	250-749	100-249	25-99	10-24	1-9
Crusader 1.12.60.4	 <ul style="list-style-type: none"> No. 1 Crusader back, veneer surfaced No. 12 self rising seat with ergo substrate No. 60 veneer surfaced aisle panel No. 4 chair platform (steel) Flat solid hardwood arms Floor mount 	386.57	398.17	409.76	483.21	733.21	1,108.21
Signature 72.12.79.149	 <ul style="list-style-type: none"> No. 72 Signature back with polymer rear panel, & expanded back wings to accommodate athletes No. 12 self rising seat with ergo substrate No. 79 veneer surfaced aisle panel No. 149 film room chair platform that is 3" taller than standard auditorium chairs Low profile solid hardwood arms Floor mount, 44" back height 	1,112.10	1,145.46	1,178.83	1,390.13	1,640.13	2,015.13
Signature 71.12.90.4	 <ul style="list-style-type: none"> No. 71 Signature planetarium back with polymer rear panel, vinyl headrest, & reclined back wings No. 12 self rising seat with ergo substrate No. 90 laminate surfaced aisle panel No. 4 chair platform (steel) Flat laminate surfaced arms Floor mount 	666.58	686.58	706.57	833.23	1,083.23	1,458.23
Patriot 30.52.00.30	 <ul style="list-style-type: none"> No. 30 Patriot back, double wall polymer No. 52 self rising seat torsion spring seat lift No. 00 open aisle end standard No. 30 chair platform (steel) Polymer arms Floor mount 	244.63	251.97	259.31	305.79	555.79	930.79
Patriot 30.52.36.30	 <ul style="list-style-type: none"> No. 30 Patriot back, double wall polymer No. 52 self rising seat torsion spring seat lift No. 36 laminate surfaced aisle panel No. 30 chair platform (steel) Flat laminate surfaced arms Floor mount 	285.18	293.74	302.29	356.48	606.48	981.48
Patriot 31.53.00.30	 <ul style="list-style-type: none"> No. 31 Patriot back with upholstered pad No. 53 self rising seat with upholstered pad No. 00 open aisle end standard No. 30 chair platform (steel) Polymer arms Floor mount 	399.41	411.39	423.37	499.26	749.26	1,124.26

Model	Description	750+	250-749	100-249	25-99	10-24	1-9
Solara 115.115.5.15	 <ul style="list-style-type: none"> No. 115 Solara polymer back No. 115 self rising polymer seat No. 5 armless ends No. 15 armless centers Aluminum rail Galvanized stanchions Floor mount 	235.16	242.21	249.27	293.95	543.95	918.95
Solara 115.115.25.25	 <ul style="list-style-type: none"> No. 115 Solara polymer back No. 115 self rising polymer seat No. 25 single integrated center arms No. 25 integrated aisle arms Aluminum rail Galvanized stanchions Floor mount 	254.41	262.04	269.67	318.01	568.01	943.01
Solara 135.135.70.25	 <ul style="list-style-type: none"> No. 135 Solara padded & upholstered back No. 135 padded & upholstered seat No. 70 rail mount aisle panel with logo No. 25 single integrated center arms Aluminum rail Galvanized stanchions Floor mount 	379.61	391.00	402.39	474.51	724.51	1,099.51
Solara 125.115.5.15	 <ul style="list-style-type: none"> No. 125 Solara polymer slat back No. 115 self rising polymer seat No. 5 armless ends No. 15 armless centers Aluminum rail Galvanized stanchions Floor mount 	235.16	242.21	249.27	293.95	543.95	918.95
Solara 125.135.70.25	 <ul style="list-style-type: none"> No. 125 Solara polymer slat back No. 135 padded & upholstered seat No. 70 rail mount aisle panel No. 25 single integrated center arms Aluminum rail Galvanized stanchions Floor mount 	329.17	339.05	348.92	411.46	661.46	1,036.46
Centurion 131.12.202.202	 <ul style="list-style-type: none"> No. 131 Centurion polymer back with upholstered pad No. 12 self rising upholstered seat No. 202 cast aisle standard with beveled row letter plate landing & integral logo ring No. 202 chair platform (cast iron) Integral arms Floor mount 	422.30	434.97	447.64	527.88	777.88	1,152.88

Model	Description	750+	250-749	100-249	25-99	10-24	1-9
American Stadium 408.408.202.202	 <ul style="list-style-type: none"> No. 408 polymer American Stadium back No. 408 self rising polymer seat No. 202 cast aisle standard with beveled row letter plate landing No. 202 chair platform (cast iron) Integral arms Floor mount 	284.84	293.39	NA	NA	NA	NA
American Stadium 507.507.202.202	 <ul style="list-style-type: none"> No. 507 polymer American Stadium back No. 507 self rising polymer seat No. 202 cast aisle standard with beveled row letter plate landing No. 202 chair platform (cast iron) Integral arms Floor mount 	269.24	277.32	NA	NA	NA	NA
American Stadium 507.12.202.202	 <ul style="list-style-type: none"> No. 507 polymer American Stadium back No. 12 self rising upholstered seat No. 202 cast aisle standard with beveled row letter plate landing & integral logo ring No. 202 chair platform (cast iron) Integral arms Floor mount 	333.57	343.58	NA	NA	NA	NA
Citation 90.12.00.54	 <ul style="list-style-type: none"> No. 90 Citation back with polymer rear panel, upholstered cover over 2" foam No. 12 self rising seat with ergo substrate No. 00 open aisle standards No. 54 chair platform (cast iron) Integral cast arms Floor mount Outdoor weather package 	479.31	493.69	508.07	599.14	849.14	1,224.14
Marquee 51.12.00.54	 <ul style="list-style-type: none"> No. 51 Marquee back with polymer rear panel, upholstered, tufted cover over 2" foam No. 12 self rising seat with ergo substrate No. 00 open aisle standards No. 54 chair platform (cast iron) Integral cast arms Floor mount Outdoor weather package 	529.72	545.61	561.50	662.15	912.15	1,287.15
Signature 71.12.54.54	 <ul style="list-style-type: none"> No. 71 Signature back with polymer rear panel, one-pleat cover, 38" height No. 12 self rising seat with ergo substrate No. 54 cast iron aisle panel No. 54 chair platform (cast iron) Integral cast arms Floor mount Outdoor weather package 	651.71	671.26	690.81	814.64	1,064.64	1,439.64

Model	Description	750+	250-749	100-249	25-99	10-24	1-9
Integra 215.215.40.40	 <ul style="list-style-type: none"> No. 215 Integra polymer back No. 215 self rising polymer seat No. 40 rail mount armrest Aluminum rail Powder coated (painted) stanchions Floor mount 	400.28	412.29	424.30	500.35	750.35	1,125.35
Integra 225.225.40.40	 <ul style="list-style-type: none"> No. 225 Integra padded & upholstered back No. 225 padded & upholstered self rising seat No. 40 rail mount armrest Aluminum rail Powder coated (painted) stanchions Floor mount 	556.56	573.26	589.95	695.70	945.70	1,320.70

Model	Description	100+	25-99	10-24	1-9
Tablet Arm Chair 6.70	 <ul style="list-style-type: none"> No. 6 polymer shell No. 70 fixed writing tablet Pedestal floor mount 	383.30	402.47	652.47	1,027.47
Tablet Arm Chair 6.71	 <ul style="list-style-type: none"> No. 6 polymer shell No. 71 folding writing tablet with laminate surfaced armrest Pedestal floor mount 	439.50	461.48	711.48	1,086.48
Tablet Arm Chair 7.71	 <ul style="list-style-type: none"> No. 7 padded & upholstered polymer shell No. 71 folding writing tablet with laminate surfaced armrest Pedestal floor mount 	533.06	559.71	809.71	1,184.71

Model	Description	
Focus ADA Table 920.11.11.0.2	 <ul style="list-style-type: none"> • No. 920 strip table platform • No. 11 laminate surfaced table with T-mold edge, 20" deep, straight configuration • No. 11 laminate surfaced modesty panel with T-mold edge, 15" height • Owner / third party supplied seating • E-Link system with Axil 2.2 table top unit and power in-feed pedestal • Per 30" wide "sitting" • For ADA locations in combination with fixed seating 	<p>1,999.59</p>
Focus ADA Table 920.11.0.0.0	 <ul style="list-style-type: none"> • No. 920 strip table platform • No. 11 laminate surfaced table with T-mold edge, 18" deep, straight configuration • No modesty panel • Owner / third party supplied seating • No E-Link system • Per 30" wide "sitting" • For ADA locations in combination with fixed seating 	<p>1,180.88</p>
Focus ADA Table 920.11.11.0.2	 <ul style="list-style-type: none"> • No. 920 strip table platform • No. 11 laminate surfaced table with T-mold edge, 20" deep, radius configuration • No. 11 laminate surfaced modesty panel with T-mold edge, 15" height • Owner / third party supplied seating • E-Link system with Axil 2.2 table top unit and power in-feed pedestal • Per 30" wide "sitting" • For ADA locations in combination with fixed seating 	<p>2,033.19</p>
Focus ADA Table 920.11.0.0.0	 <ul style="list-style-type: none"> • No. 920 strip table platform • No. 11 laminate surfaced table with T-mold edge, 18" deep, radius configuration • No modesty panel • Owner / third party supplied seating • No E-Link system • Per 30" wide "sitting" • For ADA locations in combination with fixed seating 	<p>1,294.51</p>

Accessory	Description	750+	250-749	100-249	1-99
No. 12 Seat w/ suspension substrate	 <ul style="list-style-type: none"> • Change No. 12 seat from ergonomic cushion to serpentine spring cushion assembly 	16.90	17.41	17.91	21.13
No. 12 w/ loge cushion	 <ul style="list-style-type: none"> • Change No. 12 seat from ergonomic cushion to serpentine spring assembly with 4-1/2" thick cushion 	27.26	28.08	28.90	34.08
No. 6 Steel Seat	 <ul style="list-style-type: none"> • Change No. 12 seat to No. 6 Steel Seat w/ serpentine spring cushion assembly 	49.65	51.14	52.63	62.06
No. 21 Fully Upholstered Seat	 <ul style="list-style-type: none"> • Change No. 12 seat to No. 21 fully upholstered seat 	126.21	130.00	133.78	157.76
No. 21 Fully Upholstered Seat with panel	 <ul style="list-style-type: none"> • Change No. 12 seat to No. 21 fully upholstered seat with veneer surfaced panel attached with concealed fasteners 	137.41	141.53	145.65	171.76
Anchors 1/4" Hilti floor	 <ul style="list-style-type: none"> • 3-1/4 x 1/4 Hilti expansion floor mount anchor • 2 anchors per standard are required • Price per chair • Indoor Use Only 	2.30	2.37	2.44	2.88
Anchor Caps 1/4" floor	 <ul style="list-style-type: none"> • Black steel anchor caps for floor mount chairs • Price per chair • Indoor Use Only 	1.00	1.03	1.06	1.25
Anchors 1/4" Hilti floor Stainless Steel	 <ul style="list-style-type: none"> • 3-1/4 x 1/4 Hilti expansion floor mount anchor • 2 anchors per standard are required • Price per chair • Required for outdoor / high humidity use 	11.20	11.54	11.87	14.00

Accessory	Description	750+	250-749	100-249	1-99
Foot Shroud	 <ul style="list-style-type: none"> • Rubber foot shroud for No. 4 chair platform • Floor mount only • Available in all standard plastic & powder coat colors • Price per chair 	13.50	13.91	14.31	16.88
Aisle Light Focal LED	 <ul style="list-style-type: none"> • Black plastic housing surface mounted on aisle panel • 12 volt LED, white illumination (5,000°k) • Standards are provided pre-wired with min. 2 foot lead • Connection to power supply is responsibility of licensed electrical contractor • Transformer required 	198.80	204.76	210.73	248.50
Aisle Light Concealed LED	 <ul style="list-style-type: none"> • 12 volt LED fixture placed in arm recess • Warm white illumination (2900-3200°k) • Standards are provided pre-wired with min. 2 foot lead • Connection to power supply is responsibility of licensed electrical contractor • Transformer required 	143.20	147.50	151.79	179.00
Aisle Light Transformer	 <ul style="list-style-type: none"> • Converts 120v power to 12v for light fixtures • Provides service for up to 100 lights per circuit • Connection to power supply is responsibility of licensed electrical contractor 	805.70	829.87	854.04	1,007.13
ADA Flip-Up Arm	 <ul style="list-style-type: none"> • Open aisle end standard with armrest that rotates up to allow transfer from wheel chair • Provided with standard ADA recognizable label • Steel standards (Nos. 4, 8, 17 chair platforms) 	73.70	75.91	78.12	92.13
ADA Flip-Up Arm	 <ul style="list-style-type: none"> • Open aisle end standard with armrest that rotates up to allow transfer from wheel chair • Provided with standard ADA recognizable label • Cast iron standards (Nos. 201, 202, 54 & Dimension chair platforms) 	350.80	361.32	371.85	438.50
ADA Flip-Up Arm	 <ul style="list-style-type: none"> • Open aisle end standard with armrest that rotates up to allow transfer from wheel chair • Provided with standard ADA recognizable label • For Solara / Integra 	77.70	80.03	82.36	97.13
ADA Movable Base	 <ul style="list-style-type: none"> • Shoes & Stretcher assembly for reverse anchoring chairs to floor to allow removal for wheel chair space when needed • For two chair space • Price per chair 	67.10	69.11	71.13	83.88

Accessory	Description	750+	250-749	100-249	1-99
E-Link System Auditorium Chairs	 <ul style="list-style-type: none"> • 120v power receptacle provided every other chair standard to provide access to each chair • U.L. Listed, snap-together components • Steel channel and plastic covering • Connection to power supply is responsibility of licensed electrical contractor • Price per chair 	264.30	272.23	280.16	330.38
Writing Tablet	 <ul style="list-style-type: none"> • 83 square inch, self storing writing tablet meets NFPA 101 life safety code • Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate • For No. 4 chair platform 	168.50	173.56	178.61	210.63
Writing Tablet	 <ul style="list-style-type: none"> • 100 square inch, self storing writing tablet meets NFPA 101 life safety code • Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate • For No. 4 chair platform 	168.50	173.56	178.61	210.63
Writing Tablet	 <ul style="list-style-type: none"> • 120 square inch, self storing writing tablet meets NFPA 101 life safety code • Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate • For No. 4 chair platform 	171.40	176.54	181.68	214.25
Writing Tablet	 <ul style="list-style-type: none"> • 151 square inch, self storing writing tablet meets NFPA 101 life safety code • Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate • For No. 4 chair platform 	179.30	184.68	190.06	224.13
Writing Tablet	 <ul style="list-style-type: none"> • Tru-fold 98 square inch writing tablet • Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate • For Nos. 8 or 30 chair platforms 	157.30	162.02	166.74	196.63
Writing Tablet	 <ul style="list-style-type: none"> • Tru-fold 105 square inch oversized writing tablet • Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate • For Nos. 8 or 30 chair platforms 	168.80	173.86	178.93	211.00
Writing Tablet	 <ul style="list-style-type: none"> • 150 square inch self-storing oversized writing tablet • Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate • For No. 149 film room chair platform 	278.40	286.75	295.10	348.00
Writing Tablet	 <ul style="list-style-type: none"> • 124 square inch self-storing oversized writing tablet • Constructed from BLACK 1/2" thermoset resin • For Integra beam mount chairs 	340.00	350.20	360.40	425.00

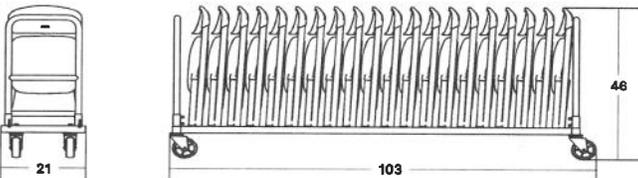
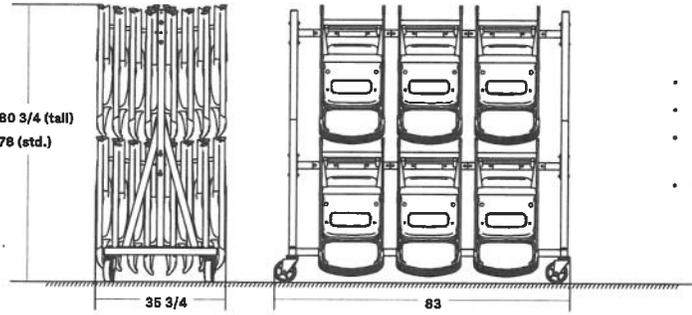
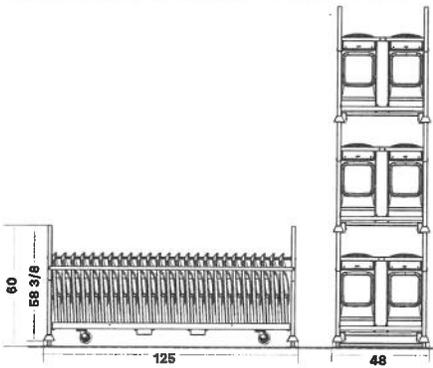
Accessory	Description	750+	250-749	100-249	1-99
Aisle End Logo Plates	 <ul style="list-style-type: none"> • Large round screen printed aluminum logo disk for aisle end standards • Cast iron standards (Nos. 201, 202, & 54 chair platforms) • Per end standard / logo disk 	16.50	17.00	17.49	20.63
Aisle End Logo Plates Set Up Fee	<ul style="list-style-type: none"> • Artwork development fee • Per order 	2,403.80	2,475.91	2,548.03	3,004.75
E-Coat Patriot Standards	<ul style="list-style-type: none"> • E-coating of steel standards prior to powder coating for weather protection • Required for outdoor / high humidity use 	21.40	22.04	22.68	26.75
E-Coat 201 /202 Standards	<ul style="list-style-type: none"> • E-coating of cast standards prior to powder coating for weather protection • Required for outdoor / high humidity use 	19.70	20.29	20.88	24.63

Accessory	Description	750+	250-749	100-249	1-99
Row Letter Plates	 <ul style="list-style-type: none"> Oval 5/8" x 1-5/8" aluminum Available in clear or bronze finish Placed in aisle arm recess attached with brads For wood / laminate armrests only 	7.20	7.42	7.63	9.00
Row Letter Plates	 <ul style="list-style-type: none"> Round 2" aluminum Available in clear or bronze finish Placed in aisle panel recess attached with brads Surfaced mounted to steel panels with rivets 	10.20	10.51	10.81	12.75
Row Letter Plates	 <ul style="list-style-type: none"> Clear aluminum row letter plates for stadium chairs Sizes and styles vary by aisle standard 	7.20	7.42	7.63	9.00
Row Letter Plates	 <ul style="list-style-type: none"> Round 2-1/4" black anodized aluminum White lettering Placed in recess attached with adhesive backing For Integra and Solara 	7.20	7.42	7.63	9.00
Seat Number Plates	 <ul style="list-style-type: none"> Oval 5/8" x 1-5/8" aluminum Available in clear or bronze finish Placed in seat pan recess attached with rivets For No. 12 seat only 	4.30	4.43	4.56	5.38
Seat Number Plates	 <ul style="list-style-type: none"> Clear aluminum plates for stadium chairs Placed in recess of back and attached with rivets Sizes and styles vary by back style 	4.30	4.43	4.56	5.38
Seat Number Plates	 <ul style="list-style-type: none"> Round 1" black anodized aluminum White lettering Placed in recess of seat and attached with adhesive backing For Integra and Solara 	4.30	4.43	4.56	5.38
Donor Plates	 <ul style="list-style-type: none"> Oval 7/8" x 2-1/2" aluminum Available in clear or bronze finish Placed in wood / laminate aisle arm recess attached with adhesive backing Provided blank for local engraving 	11.60	11.95	12.30	14.50

Fabric Upgrade	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Grade 10
No. 6 Century back	2.11	4.21	7.72	11.14	14.43	17.73	23.87	29.72	35.57
No. 8 Meteor back	2.11	4.21	7.72	11.14	14.43	17.73	23.87	29.72	35.57
No. 10 Grand Rapids back	2.11	4.21	7.72	11.14	14.43	17.73	23.87	29.72	35.57
No. 11 Springfield back	2.11	4.21	7.72	11.14	14.43	17.73	23.87	29.72	35.57
No. 22 Saturn back	2.11	4.21	7.72	11.14	14.43	17.73	23.87	29.72	35.57
No. 27 Allegro	2.11	4.21	7.72	11.14	14.43	17.73	23.87	29.72	35.57
No. 29 Rialto back	2.11	4.21	7.72	11.14	14.43	17.73	23.87	29.72	35.57
No. 31 Patriot upholstered back	1.67	3.35	6.14	8.86	11.47	14.09	18.97	23.62	28.27
No. 37 Andante back	2.11	4.21	7.72	11.14	14.43	17.73	23.87	29.72	35.57
No. 51 Marquee back	3.02	6.05	11.09	16.00	20.73	25.45	34.27	42.67	51.07
No. 52 Marquee back	3.02	6.05	11.09	16.00	20.73	25.45	34.27	42.67	51.07
No. 69 Emerson back	2.11	4.21	7.72	11.14	14.43	17.73	23.87	29.72	35.57
No. 71 Signature (38" height)	5.67	11.34	20.79	30.00	38.86	47.72	64.26	80.01	95.76
No. 71 Signature back planetarium	6.75	13.50	24.75	35.72	46.27	56.81	76.50	95.25	114.00
No. 72 Signature back (38" height)	5.61	11.21	20.55	29.66	38.42	47.18	63.53	79.10	94.67
No. 83 New Amsterdam back	2.11	4.21	7.72	11.14	14.43	17.73	23.87	29.72	35.57
No. 90 Citation back	2.11	4.21	7.72	11.14	14.43	17.73	23.87	29.72	35.57
No. 91 Millennium back	2.11	4.21	7.72	11.14	14.43	17.73	23.87	29.72	35.57
No. 131 Centurion upholstered back	2.05	4.10	7.52	10.86	14.06	17.27	23.26	28.96	34.66
No. 135 Solara upholstered back	1.62	3.24	5.94	8.57	11.10	13.64	18.36	22.86	27.36
No. 235 Integra upholstered back	1.62	3.24	5.94	8.57	11.10	13.64	18.36	22.86	27.36
No. 12 ergo seat	2.32	4.64	8.51	12.29	15.92	19.54	26.32	32.77	39.22
No. 12 serpentine seat	2.32	4.64	8.51	12.29	15.92	19.54	26.32	32.77	39.22
No. 12 loge seat	2.59	5.18	9.50	13.72	17.77	21.82	29.38	36.58	43.78
No. 6 steel seat	2.32	4.64	8.51	12.29	15.92	19.54	26.32	32.77	39.22
No. 17 wood bottom seat	2.38	4.75	8.71	12.57	16.29	20.00	26.93	33.53	40.13
No. 21 wood bottom seat	5.72	11.45	20.99	30.29	39.23	48.18	64.87	80.77	96.67
No. 53 Patriot upholstered seat	1.57	3.13	5.74	8.29	10.73	13.18	17.75	22.10	26.45
No. 135 Solara upholstered seat	1.62	3.24	5.94	8.57	11.10	13.64	18.36	22.86	27.36
No. 517 stadium upholstered seat	1.78	3.56	6.53	9.43	12.21	15.00	20.20	25.15	30.10
No. 235 Integra upholstered seat	1.62	3.24	5.94	8.57	11.10	13.64	18.36	22.86	27.36
No. 7 upholstered shell	2.70	5.40	9.90	14.29	18.51	22.73	30.60	38.10	44.85

Model	Description	100+	25-99	1-24
Gathr Now	 <ul style="list-style-type: none"> • Padded, upholstered seat • Non-upholstered back • Ganging mechanism • Black powder coated (paint) frame • Black seat bottom and chair back • Available with Reli Black or Grey upholstery • No substitutions 	261.31	326.64	352.77
Gathr Essential	 <ul style="list-style-type: none"> • Padded, upholstered seat • Non-upholstered back • Ganging mechanism • Standard colors for powder coated (paint) frame • Standard colors for seat bottom and chair back • Provided with Reli upholstery • All available options 	287.51	359.39	388.14
Gathr Essential	 <ul style="list-style-type: none"> • Padded, upholstered seat • Padded, upholstered back • Ganging mechanism • Standard colors for powder coated (paint) frame • Standard colors for seat bottom and chair back • Provided with Reli upholstery • All available options 	312.85	391.06	422.35
Gathr Elite	 <ul style="list-style-type: none"> • Padded, upholstered seat • Deluxe, fully-upholstered back • Ganging mechanism • Standard colors for powder coated (paint) frame • Standard colors for seat bottom and chair back • Provided with Reli upholstery • All available options 	737.08	921.35	995.06

Options	Description	100+	25-99	1-24
Tall Chair	 <ul style="list-style-type: none"> • Essential 33.5" (standard height is 32") • Elite 39.25" (standard height is 37.25") 	5.40	6.75	7.29
Eliminate Ganging	 <ul style="list-style-type: none"> • Deduction to eliminate quick-connect gang connector from Essential or Elite 	(6.10)	(7.63)	(8.24)
Key Slot Ganging	 <ul style="list-style-type: none"> • Change quick-connect ganging to key slot ganging • Change to Key Slot Ganging - 2" extension (For Elite with Arms) • Change to Key Slot Ganging - 4" extension (For Elite with Cup Holder Arms) 	No Change	No Change	No Change
Elite Armrest	 <ul style="list-style-type: none"> • Single right-hand armrest 	34.90	43.63	47.12
Elite Armrest	<ul style="list-style-type: none"> • Double armrests 	48.70	60.88	65.75
Elite Cupholder Armrest	 <ul style="list-style-type: none"> • Single right-hand cupholder armrest 	69.70	87.13	94.10
Elite Cupholder Armrest	<ul style="list-style-type: none"> • Double cupholder armrests 	97.40	121.75	131.49
Embroidered Logo	 <ul style="list-style-type: none"> • Minimum charge for embroidered logo is \$1,250 (list price) 	55.13	68.91	74.43
Non-Standard Color	<ul style="list-style-type: none"> • Extended Irwin plastic color • Essential back • Essential & Elite seat bottom • Bumpers and glides to remain black • Minimum charge for non-standard plastic is \$4,125 (list price) 	31.50	39.38	42.53
Non-Standard Color	<ul style="list-style-type: none"> • Extended Irwin powder coat (paint) color • Minimum charge for non-standard powder coat is \$2,500 (list price) 	15.80	19.75	21.33

Options	Description	Price per cart				
Studio Cart	 <ul style="list-style-type: none"> • Field assembled • Black Powder coat finish • Now & Essential Capacity = 20 chairs • Elite Capacity = 17 	<p style="text-align: right;">1,640.60</p>				
Hanging Cart	 <ul style="list-style-type: none"> • Field assembled • Black Powder coat finish • Now & Essential Capacity = 48 chairs • Elite Capacity = 36 	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center; vertical-align: middle;">Essential & Now</td> <td style="width: 50%; text-align: right; vertical-align: middle;">2,401.90</td> </tr> <tr> <td style="width: 50%; text-align: center; vertical-align: middle;">Elite</td> <td style="width: 50%; text-align: right; vertical-align: middle;">2,664.40</td> </tr> </table>	Essential & Now	2,401.90	Elite	2,664.40
Essential & Now	2,401.90					
Elite	2,664.40					
Stacking Cart	 <ul style="list-style-type: none"> • Field assembled • Black Powder coat finish • Now & Essential Capacity = 50 chairs • Elite Capacity = 44 	<p style="text-align: right;">2,887.50</p>				

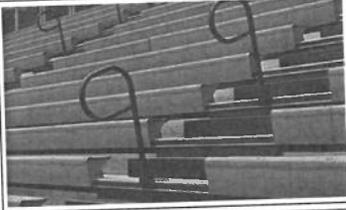
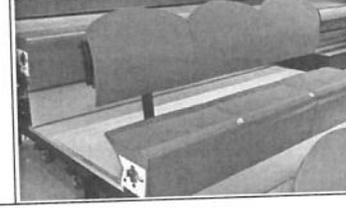
Fabric Upgrades for Gathr Chairs	100+	25-99	1-24
Essential Seat (w plastic back)			
Grade 1	\$13.30	16.63	17.96
Grade 2	14.70	18.38	19.85
Grade 3	16.10	20.13	21.74
Grade 4	18.40	23.00	24.84
Grade 5	20.70	25.88	27.95
Grade 6	23.00	28.75	31.05
Grade 7	25.40	31.75	34.29
Grade 8	30.00	37.50	40.50
Grade 9	34.60	43.25	46.71
Grade 10	39.20	49.00	52.92
Essential Upholstered Back & Seat			
Grade 1	12.55	15.69	16.94
Grade 2	14.55	18.19	19.64
Grade 3	16.65	20.81	22.48
Grade 4	20.05	25.06	27.07
Grade 5	23.55	29.44	31.79
Grade 6	26.95	33.69	36.38
Grade 7	30.35	37.94	40.97
Grade 8	37.25	46.56	50.29
Grade 9	44.35	55.44	59.87
Grade 10	51.05	63.81	68.92
Elite Upholstered Back & Seat			
Grade 1	8.93	11.16	12.06
Grade 2	13.93	17.41	18.81
Grade 3	19.03	23.79	25.69
Grade 4	27.43	34.29	37.03
Grade 5	35.93	44.91	48.51
Grade 6	44.33	55.41	59.85
Grade 7	52.73	65.91	71.19
Grade 8	69.63	87.04	94.00
Grade 9	86.53	108.16	116.82
Grade 10	103.43	129.29	139.63

Model	Description	25+	10-24
Spectrum Eclipse Recliner	 <ul style="list-style-type: none"> • ZG4 zero gravity recliner mechanism • Eclipse three-pillow back construction • Recliner control switch with blue back-lit LED light and USB charging port • Chaise style seat / footrest cover • Upholstered casings with cupholder cutouts • Bradford Acadia vinyl • Requires 120v electrical service 	1,528.29	1,910.37
Spectrum Eclipse Lounger	 <ul style="list-style-type: none"> • Smooth, reliable back and seat rocker mechanism • Eclipse three-pillow back construction • Upholstered casings with cupholder cutouts • Bradford Acadia vinyl 	1,320.24	1,650.30

Recliner Accessories

ADA Ends	 <ul style="list-style-type: none"> • ADA flip-up armrest 	195.12
Swivel Table	 <ul style="list-style-type: none"> • Vinyl-wrapped swivel table (large) • Includes padded arm caps 	280.49
Padded Arm Cap	 <ul style="list-style-type: none"> • Vinyl-wrapped arm cap with upholstered pad and cupholder cutout 	85.37
Number & Letter Plates	 <ul style="list-style-type: none"> • Black, bronze or clear aluminum seat number and row letter plates 	15.85

List Price

VersaTract Bleacher with Standard Deck & Infinity Seat Modules 22"-26" row spacing		<ul style="list-style-type: none"> • Wall attached • Manual operation • 10" rise • 22" - 26" row spacing • 10" plastic Infinity seat modules • Aisle steps • Wheel chair spaces (permanent notches) • Smart aisle rails • 5/8" Panelam Decking (standard colors) 	3-7 Row Sections	\$412.03 (per net seat)
			8-13 Row Sections	\$395.04 (per net seat)
			14-18 Row Sections	\$381.04 (per net seat)
VersaTract Bleacher with Standard Deck & Infinity Seat Modules 28"-33" row spacing		<ul style="list-style-type: none"> • Wall attached • Manual operation • 10" rise • 28" - 33" row spacing • 10" plastic Infinity seat modules • Aisle steps • Wheel chair spaces (permanent notches) • Smart aisle rails • 5/8" Panelam Decking (standard colors) 	3-7 Row Sections	\$528.22 (per net seat)
			8-13 Row Sections	\$513.04 (per net seat)
			14-18 Row Sections	\$494.86 (per net seat)
VersaTract Bleacher with Standard Deck, Infinity Seat Modules & Backrests		<ul style="list-style-type: none"> • Wall attached • Manual operation • 10" rise • 30" - 33" row spacing • 10" plastic Infinity seat modules with molded backrest • Aisle steps • Wheel chair spaces (permanent notches) • Smart aisle rails • 5/8" Panelam Decking (standard colors) 	3-7 Row Sections	\$690.55 (per net seat)
			8-13 Row Sections	\$675.07 (per net seat)
			14-18 Row Sections	\$656.89 (per net seat)
Options for VersaTract Bleachers:				
12" Infinity Seats, add PER SEAT				\$3.49
Infinity Seat Spacers with Contoured or Recessed Tray, add PER SPACER				\$25.25
Infinity Seat Spacers with Cupholder Insert, add PER SPACER				\$37.46
Infinity End Seat Logos (for use on 10" and 12" row rise only), add PER SEAT				\$13.06
iScape Infinity Custom Seat Graphics, (10" and 12" rise only, and a minimum of 7 seating rows) Quantity of 50 - 200, add PER SEAT (50 seat minimum)				\$261.25
iScape Infinity Seat Custom Graphics, (10" and 12" rise only, and a minimum of 7 seating rows) Quantity over 200, add PER SEAT				\$163.79
Seat Numbers, add PER SEAT				\$4.95
Row Letters, add PER AISLE END				\$4.95

List Price

Options for VersaTract Bleachers:	
208 Volt 3-Phase Friction Power Operation, add PER SECTION	\$3,522.42
Motion Monitor, add PER OPERATING GROUP	\$460.16
Manual Operators Handle, add PER EACH	\$443.66
Portable Power Tractor, add PER EACH	\$10,424.54
Tug Frames For Operator Handle or Power Tractor, add PER SECTION	\$516.67
1" Square Tube Steel End Rails, 22"-26" Row Spacing, add PER RAIL	\$444.76
1" Square Tube Steel End Rails, 30"-33" Row Spacing, add PER RAIL	\$542.25
1" Square Tube Steel Rear Rails, add PER LINEAR FOOT	\$196.54
Back Panels Up To 16' in Height, add PER SQ. FOOT	\$17.74
End Panels, add PER EACH	\$623.56
Aisle Steps 60" Wide and Over, add PER STEP	\$104.89
Aisle Steps 72" Wide and Over, add PER STEP	\$183.84
Column Cutouts Up To 24", add PER COLUMN	\$1,335.68
Deck Level Fillers Up To 21", add PER LINEAR FOOT	\$36.08
Seat Level Fillers Up To 21", add PER LINEAR FOOT	\$51.62
Recoverable Wheelchair Space, add PER EACH SPACE	\$319.69
Modular Deck Units, add PER SECTION	\$747.31
Wheelchair Signage, add PER Space	\$24.06
Companion Seating Signage, add PER SPACE	\$24.06

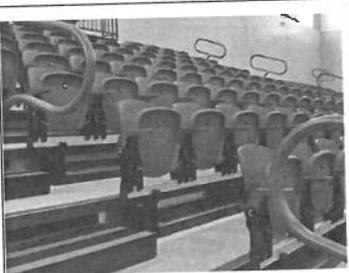
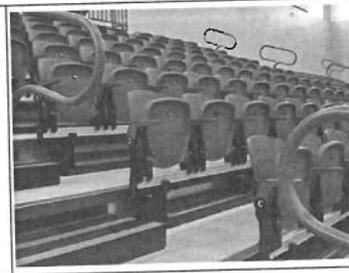
List Price

Options for VersaTract Bleachers:	
Standard Color Vinyl End Curtains, 3 - 7 rows, 22" - 26" spacing add PER CURTAIN	\$1,951.95
Standard Color Vinyl End Curtains, 8 - 13 rows, 22" - 26" Spacing, add PER CURTAIN	\$3,418.61
Standard Color Vinyl End Curtains, 14 - 18 rows, 22" - 26" Spacing add PER CURTAIN (Cable Reel Required on Row 15 and Above)	\$4,642.28
Standard Color Vinyl End Curtains, 3 - 7 rows, 28" - 33" spacing add PER CURTAIN	\$2,545.02
Standard Color Vinyl End Curtains, 8 - 13 rows, 28" - 33" Spacing, add PER CURTAIN	\$4,094.12
Standard Color Vinyl End Curtains, 14 - 18 rows, 28" - 33" Spacing add PER CURTAIN (Cable Reel Required on Row 15 and Above)	\$5,839.93
Graphic Logo Vinyl End Curtains, 3 - 7 rows, 22" - 26" Spacing, add PER CURTAIN	\$2,864.70
Graphic Logo Vinyl End Curtains, 8 - 13 rows, 22" - 26" Spacing, add PER CURTAIN	\$4,725.74
Graphic Logo Vinyl End Curtains, 14 - 18 rows, 22" - 26" Spacing, add PER CURTAIN (Cable Reel Required on Row 15 and Above)	\$6,573.02
Graphic Logo Vinyl End Curtains, 3 - 7 rows, 28" - 33" Spacing, add PER CURTAIN	\$3,599.83
Graphic Logo Vinyl End Curtains, 8 - 13 rows, 28" - 33" Spacing, add PER CURTAIN	\$5,563.06
Logo Vinyl End Curtains, 14 - 18 rows, 28" - 33" Spacing, add PER CURTAIN (Cable Reel Required on Row 15 and Above)	\$9,449.77
Cable Reel (Required at Row 15 and Above), add PER END CURTAIN	\$1,502.52
4' x 4' Video Platform with 1-1/2" Square Tube Steel Railings, add PER EACH	\$7,320.50
4' x 8' Video Platform with 1-1/2" Square Tube Steel Railings, add PER EACH	\$10,282.25
Scorer's Table - 18" x 96", add PER EACH	\$501.48
	\$0.00
Clear Coat Plywood Decking, add PER SQ. FOOT	\$22.33
Carpeted Decking - Roll Carpet, add PER SEAT	\$13.37
Black Powder Coated Nose and Rear Riser, add PER LINEAR FOOT	

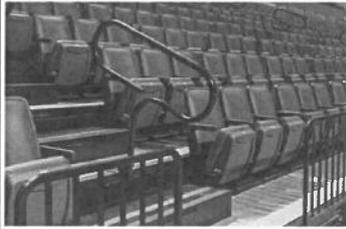
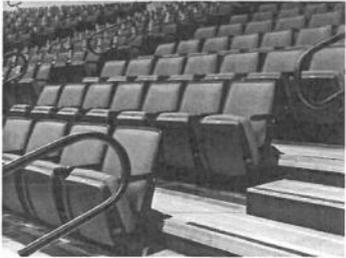
List Price

Options for VersaTract Bleachers:	
Free Standing / Floor Attached System (Non-Wall Attached), add PER SECTION	\$796.13
Portable Systems with Integral Airlift, add PER SECTION (Limitations Exist with Narrow Section Sizes and/or Power Operation)	\$10,790.75
Recessed Systems, add PER SECTION	\$4,412.05
Forward Fold Systems, add PER SECTION	\$4,078.53
Forward Fold Systems with Aisle Recovery, add PER SECTION	\$4,976.02
For 12" Row Rise, add PER SEAT	\$7.18
For 16" Row Rise, add PER SEAT	\$31.19

List Price

<p>VersaTract Platform with Standard Deck and Integra Chairs</p> 	<ul style="list-style-type: none"> • Wall attached • Manual operation • 10" rise • 30 - 33" row spacing • Non-upholstered Integra chairs with arms • Aisle steps • Smart aisle rails • 3/4" Panelam Decking (standard colors) 	3-5 Row Sections	\$1,150.46 (per net seat)
		6-8 Row Sections	\$1,133.52 (per net seat)
		9-11 Row Sections	\$1,114.05 (per net seat)
		12-15 Row Sections	\$1,107.62 (per net seat)
<p>VersaTract Platform with VersaDeck and Integra Chairs</p> 	<ul style="list-style-type: none"> • Wall attached • Manual operation • 10" rise • 30 - 33" row spacing • Non-upholstered Integra chairs with arms • Aisle steps • Smart aisle rails • 3/4" Panelam Decking (standard colors) 	3-5 Row Sections	\$2,015.78 (per net seat)
		6-8 Row Sections	\$2,007.39 (per net seat)
		9-11 Row Sections	\$1,988.47 (per net seat)
		12-15 Row Sections	\$1,984.76 (per net seat)

List Price

VersaTract Platform with Standard Deck and Forward-Fold Prestige Chairs		<ul style="list-style-type: none"> • Citation or Millennium backs • No. 12 seat • Armrests • Grade 1 fabric • Wall attached • Manual operation • 14" rise • 33 - 36" row spacing • Aisle steps • Smart aisle rails • 3/4" Panelam Decking (standard colors) 	3-5 Row Sections	\$2,334.15 (per net seat)
			6-8 Row Sections	\$2,316.38 (per net seat)
			9-11 Row Sections	\$2,294.08 (per net seat)
VersaTract Platform with VersaDeck and Forward-Fold Prestige Chairs		<ul style="list-style-type: none"> • Citation or Millennium backs • No. 12 seat • Armrests • Grade 1 fabric • Wall attached • Manual operation • 14" rise • 33 - 36" row spacing • Aisle steps • Smart aisle rails • 3/4" Panelam Decking (standard colors) 	3-5 Row Sections	\$3,325.52 (per net seat)
			6-8 Row Sections	\$3,311.91 (per net seat)
			9-11 Row Sections	\$3,290.93 (per net seat)
VersaTract Platform with VersaDeck and Nose-Mount Prestige Chairs		<ul style="list-style-type: none"> • Citation or Millennium backs • No. 12 seat • Armrests • Grade 1 fabric • Wall attached • Manual operation • 10" rise • 33 - 36" row spacing • Aisle steps • Smart aisle rails • 3/4" Panelam Decking (standard colors) 	3-5 Row Sections	\$3,213.93 (per net seat)
			6-8 Row Sections	\$3,134.31 (per net seat)
			9-11 Row Sections	\$3,061.25 (per net seat)

List Price

Options for VersaTract Platforms:	
Integra Upholstered Seats and Backs (Grade 1 Fabric), add PER SEAT	\$188.57
Integra Semi-Automatic Chair Operation with Foot Release, add PER SEAT	\$108.21
Integra Cupholder Armrest, add PER SEAT	\$8.80
Prestige Cupholder Armrest, add PER SEAT	\$10.78
Integra Seat Numbers, add PER SEAT	\$5.31
Integra Row Letters, add PER AISLE END	\$5.31
Prestige Seat Numbers, add PER SEAT	\$7.01
Prestige Row Letters, add PER AISLE END	\$7.01
208 Volt 3-Phase Friction Power Operation, add PER SECTION (20' maximum section length)	\$4,337.88
Steerable Penadant Control, add PER OPERATING GROUP/SECTION (Require even number of motors)	\$2,676.14
1" Square Tube Steel End Rails, 30" - 36" Row Spacing, add PER RAIL (Standard Deck Only)	\$501.99
1" Square Tube Steel Front Rails or Rear rails, add PER RAIL (Standard Deck Only)	\$542.25
1-1/2" Square Tube Steel Clamp-On End Rails or Rear Rails, 30" - 36" Row Spacing, add PER RAIL (VersaDeck Only)	\$676.75
1-1/2" Round Tube Steel Clamp-On End Rails or Rear Rails, 30" - 36" Row Spacing, add PER RAIL (VersaDeck Only)	\$822.78
1-1/2" Round Tube Aluminum Clamp-On End Rails or Rear Rails, 30" - 36" Row Spacing, add PER RAIL (VersaDeck Only)	\$1,292.83
Rectangular Tube Stainless Steel Cable Clamp-On End Rails or Rear Rails, 30" - 36" Row Spacing, add PER RAIL (VersaDeck Only)	\$1,939.15
Laminate Infill Panel Clamp-On End Rails or Rear Rails, 30" - 36" Row Spacing, add PER RAIL (VersaDeck Only)	\$1,223.13
Perforated Infill Panel Clamp-On End Rails or Rear Rails, 30" - 36" Row Spacing, add PER RAIL (VersaDeck Only)	\$1,246.83
Polycarbonate Infill Panel Clamp-On End Rails or Rear Rails, 30" - 36" Row Spacing, add PER RAIL (VersaDeck Only)	\$1,651.40
1-1/2" Square Tube Steel Clamp-On Front Rails, add PER RAIL (VersaDeck Only)	\$635.13
1-1/2" Round Tube Steel Clamp-On Front Rails, add PER RAIL (VersaDeck Only)	\$669.95
1-1/2" Round Tube Aluminum Clamp-On Front Rails, add PER RAIL (VersaDeck Only)	\$1,332.33
Rectangular Tube Stainless Steel Cable Clamp-On Front Rails, add PER RAIL (VersaDeck Only)	\$1,413.03
Laminate Infill Panel Clamp-On Front Rails, add PER RAIL (VersaDeck Only)	\$1,198.35
Perforated Infill Panel Clamp-On Front Rails, add PER RAIL (VersaDeck Only)	\$1,222.00
Polycarbonate Infill Panel Clamp-On Front Rails, add PER RAIL (VersaDeck Only)	\$1,222.00
Front or Back Panels Up To 16' in Height, add PER SQ. FOOT	\$1,626.60
Column Cutouts Up To 24", add PER COLUMN	\$20.49
Deck Level Fillers Up To 21", add PER LINEAR FOOT	\$1,335.68
	\$47.91

List Price

Options for VersaTract Platforms:	
LED Aisle Lights (Torpedo style light fixture), add PER TREAD (nose only or nose and step)	\$348.98
LED Aisle Light Transformers, add PER AISLE (provides service for up to 50 lights per aisle per transformer)	\$2,124.10
Removable Strip End Curtains, Color Black, 3 - 5 Rows, 30" - 36" Spacing, add PER OPEN END	\$1,643.80
Removable Strip End Curtains, Color Black, 6 - 8 Rows, 30" - 36" Spacing, add PER OPEN END	\$3,071.88
Removable Strip End Curtains, Color Black, 9 - 11 Rows, 30" - 36" Spacing, add PER OPEN END	\$4,203.33
Removable Strip End Curtains, Color Black, 12 - 14 Rows, 30" - 36" Spacing, add PER OPEN END	\$6,125.00
Standard Color Vinyl End Curtains, 3 - 7 rows, 30" - 33" spacing add PER CURTAIN	\$2,545.02
Standard Color Vinyl End Curtains, 8 - 13 rows, 30" - 33" Spacing, add PER CURTAIN	\$4,094.12
Standard Color Vinyl End Curtains, 14 - 18 rows, 30" - 33" Spacing add PER CURTAIN (Cable Reel Required on Row 15 and Above)	\$5,839.93
Graphic Logo Vinyl End Curtains, 3 - 7 rows, 30" - 33" Spacing, add PER CURTAIN	\$3,599.83
Graphic Logo Vinyl End Curtains, 8 - 13 rows, 30" - 33" Spacing, add PER CURTAIN	\$5,563.06
Graphic Logo Vinyl End Curtains, 14 - 18 rows, 30" - 33" Spacing, add PER CURTAIN (Cable Reel Required on Row 15 and Above)	\$9,449.77
Cable Reel (Required at Row 15 and Above), add PER END CURTAIN	\$1,502.52
*** Contact Factory For Curtain Requirements Over 33" Row Spacing.	
Clear Coat Plywood Decking, add PER SQ. FOOT	\$0.00
Carpeted Decking - Roll Carpet, add PER SEAT (Standard Deck Only)	\$22.33
Carpeted Decking - Carpet Tile, add PER SEAT (VersaDeck Only)	\$39.70
Black Powder Coated Nose and Rear Riser, add PER LINEAR FOOT	\$13.37
	\$796.13
Free Standing System (Non-Wall Attached), add PER SECTION	\$13,373.77
Portable Systems with Integral Airlift, add PER SECTION (Limitations Exist with Narrow Section Sizes and/or Power Operation)	\$4,998.29
Recessed Systems, add PER SECTION	\$4,917.33
Forward Fold Systems, add PER SECTION	\$5,810.34
Forward Fold Systems with Aisle Recovery, add PER SECTION	\$7.18
12" Row Rise, add PER SEAT	\$31.19
14" Row Rise, add PER SEAT	\$31.19
16" Row Rise, add PER SEAT	

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Kyle Saewert,
(Enter Name of Person Making Certification)

as President
(Enter Title of Person Making Certification)

and on behalf of H2I Group, Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes [x] No []

Federal Employer I.D.#: 84-3007083
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
 Independent Contractor (*Individual*)
 Partnership
 LLC
 Corporation Minnesota 9/10/2019
(State of Incorporation) (Date of Incorporation)

2) STATUS OF OWNERSHIP

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned [] Small Business [] (SBA standards)
Women-Owned [] Prefer not to disclose []
Veteran-Owned [] Not Applicable [x]
Disabled-Owned []

How are you certifying? Certificates Attached [] Self-Certifying []

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned [] Small Business [] (SBA standards)
Women-Owned [] Prefer not to disclose []
Veteran-Owned [] Not Applicable [x]
Disabled-Owned []

3) **ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS:** Yes No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

4) **SEXUAL HARRASSMENT POLICY:** Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

5) **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:** Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for

compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

6) **TAX CERTIFICATION:** Yes [x] No []

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

7) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Kyle Saewert

Name of Authorized Officer

President

Title

1/10/2025

Date



ORLAND PARK

INSURANCE REQUIREMENTS

Please sign and provide a policy Specimen Certificate of Insurance showing current coverages.

If awarded the contract, all Required Policy Endorsements noted in the left column in red bold type **MUST** be provided.

Standard Insurance Requirements	Please provide the following coverage if box is checked.
<p>WORKERS' COMPENSATION & EMPLOYER LIABILITY Full Statutory Limits - Employers Liability \$500,000 – Each Accident \$500,000 – Each Employee \$500,000 – Policy Limit Waiver of Subrogation in favor of the Village of Orland Park</p> <p>AUTOMOBILE LIABILITY (ISO Form CA 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage. Applicable for All Company Vehicles.</p> <p>GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001) \$1,000,000 – Combined Single Limit Per Occurrence Bodily Injury & Property Damage \$2,000,000 – General Aggregate Limit \$1,000,000 – Personal & Advertising Injury \$2,000,000 – Products/Completed Operations Aggregate</p> <p>ADDITIONAL INSURED ENDORSEMENTS: <i>(Not applicable for Goods Only Purchases)</i></p> <ul style="list-style-type: none"> • ISO CG 20 10 or CG 20 26 (or Equivalent) Commercial General Liability Coverage • CG 20 01 Primary & Non-Contributory (or Equivalent) The Village must be named as the Primary Non-Contributory which makes the Village a priority and collects off the policy prior to any other claimants. • Blanket General Liability Waiver of Subrogation - Village of Orland Park A provision that prohibits an insurer from pursuing a third party to recover damages for covered losses. 	<p>LIABILITY UMBRELLA (Follow Form Policy) <input type="checkbox"/> \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate</p> <p><input type="checkbox"/> \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate</p> <p><input type="checkbox"/> Other: _____ EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability</p> <p>PROFESSIONAL LIABILITY <input type="checkbox"/> \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date</p> <p><input type="checkbox"/> Other: _____ Deductible not-to-exceed \$50,000 without prior written approval</p> <p><input type="checkbox"/> BUILDERS RISK Completed Property Full Replacement Cost Limits – Structures under construction</p> <p><input type="checkbox"/> ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY \$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site</p> <p><input type="checkbox"/> CYBER LIABILITY \$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage</p> <p><input type="checkbox"/> CG 20 37 ADDITIONAL INSURED – Completed Operations (Provide only if box is checked)</p>

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non- Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 10 DAY OF January, 2025



Signature

Kyle Saewert

Printed Name & Title

Authorized to execute agreements for:
H2I Group, Inc.

Name of Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

SAMPLE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render,

any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in

performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**: The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



Amendment to Policy Declarations – Named Insured Endorsement

It is understood and agreed as follows:

The Policy Declarations is amended as follows:

A. Addition of Named Insureds:

The following are added as Named Insureds:

Name and Address of Named Insured
HALDEMAN-HOMME HOLDINGS, INC
ANDERSON LADD, INC.
THE DUKE COMPANIES, LLC,
ACADEMIC SPECIALTIES TEXAS, INC.
ACADEMIC SPECIALTIES, LLC
H2I GROUP, INC DBA PATON MILLER, LLC
H2I GROUP INC. DBA NEXLAB DESINGS, INC.
IOWA DIRECT EQUIPMENT & APPRAISAL, L.C.
PERFORMANCE INSTALLATIONS, LLC
HALDEMAN-HOMME INC
ACADEMIC SPECIALTIES INC.
H2I GROUP, INC.
HALDEMAN HOMME DEVELOPMENT, LLC
HICKS-ASHBY CO.
H2I GROUP, INC. DBA DOW DIVERSIFIED, INC.
430 INDUSTRIAL BLVD NE
MINNEAPOLIS, MN 55413-2931

B. Deletion of Named Insured:

The following are deleted as Named Insureds:



CNA PARAMOUNT

**Amendment to Policy Declarations – Named Insured
Endorsement**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

It is understood and agreed that the words "you" and "your", as used throughout this policy, also refer to the following persons or organizations:

NAMED INSUREDS

- HALDEMAN-HOMME HOLDINGS, INC
- ANDERSON LADD, INC.
- THE DUKE COMPANIES, LLC,
- ACADEMIC SPECIALTIES TEXAS, INC.
- ACADEMIC SPECIALTIES, LLC
- H2I GROUP, INC DBA PATON MILLER, LLC
- H2I GROUP INC. DBA NEXLAB DESINGS, INC.
- H2I GROUP, INC. DBA DOW DIVERSIFIED, INC.
- IOWA DIRECT EQUIPMENT & APPRAISAL, L.C.
- PERFORMANCE INSTALLATIONS, LLC
- HALDEMAN-HOMME INC
- ACADEMIC SPECIALTIES INC.
- H2I GROUP, INC.
- HALDEMAN HOMME DEVELOPMENT, LLC
- HICKS-ASHBY CO.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA86105XX (06-2016)
Endorsement Effective Date:
Endorsement No: 48; Page: 1 of 1
Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 7033930866
Policy Effective Date: 6/1/2024
Policy Page: 181 of 326



NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

PARAMOUNT EXCESS AND UMBRELLA POLICY

PARAMOUNT UMBRELLA LIABILITY POLICY

It is understood and agreed that if this endorsement is attached to the:

- A. PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY, then under the section entitled WHO IS AN INSURED; or,
B. PARAMOUNT UMBRELLA LIABILITY POLICY, then under the section entitled WHO IS AN INSURED;

The following persons or organizations are Named Insured:

Table with 1 column and 18 rows listing named insureds: HALDEMAN-HOMME HOLDINGS, INC, PERFORMANCE INSTALLATIONS, LLC, ACADEMIC SPECIALTIES, LLC, HALDEMAN-HOMME, INC., H2I GROUP, INC., H2I GROUP, INC. DBA NEXLAB DESINGS, INC., H2I GROUP, INC. DBA PATON MILLER, LLC, H2I GROUP, INC. DBA DOW DIVERSIFIED, INC., HALDEMAN HOMME DEVELOPMENT, LLC, ACADEMIC SPECIALTIES, INC., ACADEMIC SPECIALTIES TEXAS, INC., HICKS-ASHBY CO., IOWA DIRECT EQUIPMENT & APPRAISAL, L.C., THE DUKE COMPANIES, LLC, ANDERSON LADD, INC.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA75597XX (03-2015)
Endorsement Effective Date:
Endorsement No: 3; Page: 1 of 1
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606
Policy No: CUE 7033949451
Policy Effective Date: 6/1/2024
Policy Page: 51 of 57



Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurer, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

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- a. the **Named Insured's** acts or omissions; or
- b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

- 4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
 - a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
- 5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and
- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:
- i. add the following to the **Employers Liability** exclusion:
This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).
 - ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:
This insurance does not apply to:
Contractual Liability
the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.
 - iii. add the following additional exclusions:
This insurance does not apply to:
Discrimination
any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.
Dishonesty or Crime
Any actual or alleged dishonest, criminal or malicious act, error or omission.
Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i.** add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. professional health care services on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a.** Physician;
- b.** Nurse;
- c.** Nurse practitioner;
- d.** Emergency medical technician;
- e.** Paramedic;
- f.** Dentist;
- g.** Physical therapist;
- h.** Psychologist;
- i.** Speech therapist;
- j.** Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2)** the amount shown in the Declarations for Medical Expense Limit.

**Contractors' General Liability Extension Endorsement**

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



Contractors' General Liability Extension Endorsement

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)
Endorsement Effective Date:
Endorsement No: 40; Page: 1 of 1

Policy No: BUA 7033930866
Policy Effective Date: 06/01/2024
Policy Page: 168 of 311



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HALDEMAN-HOMME HOLDINGS, INC

Endorsement Effective Date: 6/1/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13
Endorsement Effective Date:
Endorsement No: 13; Page: 1 of 1

Policy No: BUA 7033930866
Policy Effective Date: 06/01/2024
Policy Page: 77 of 311



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 3%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No. WC 7033947828

Policy Effective: 6/1/2024



PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

I. COVERAGES

A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during this **policy period**; and
2. if the applicable **underlying insurance** is on a claims made basis, then only if:
 - a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and
 - b. the **claim** is first made during the **policy period**.

B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained amount**:

1. that an **Insured** becomes legally obligated to pay because of **bodily injury, property damage or personal and advertising injury**; or
2. because of liability for **bodily injury or property damage** assumed under an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

- a. the **bodily injury or property damage** occurs during the **policy period**;



- b. the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
- c. the **personal and advertising injury** is caused by an offense arising out of the **Named Insured's** business; and
- d. the offense giving rise to **personal and advertising injury** was first committed during the **policy period** and in the **coverage territory**;

Provided, however, that **Coverage B - Umbrella Liability**:

- i. does not apply to:
 - (a) any part of **damages** to which **underlying insurance** applies; or
 - (b) any part of **damages** to which **underlying insurance** would have applied regardless of:
 - (1) the availability of **underlying insurance**; or
 - (2) the exhaustion of the applicable **underlying limits**;
 - (c) any **defense costs** related to **damages** as described in a. and b. above.
- ii. applies only if prior to the effective date of the **policy period**, no **authorized insured**:
 - (a) knew that such **bodily injury** or **property damage** had occurred, in whole or in part. If any **authorized insured** knew, prior to the **policy period**, that any such **bodily injury** or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**; or
 - (b) knew that any offense giving rise to **personal and advertising injury** had occurred, in whole or in part.

Bodily injury or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **authorized insured**, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.

An **authorized insured** will be deemed to know:

- 1. that such **bodily injury** or **property damage** occurred, at the earliest time when such **authorized insured**:
 - a. reports the **bodily injury** or **property damage** to the Insurer or any other insurer;
 - b. receives a **claim** arising out of the **bodily injury** or **property damage**; or
 - c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur;
- 2. that such offense giving rise to **personal and advertising injury** occurred, on the date of the first utterance or dissemination or, if there is no utterance or dissemination, then on the first date of the activity giving rise to a **claim**.

Coverage C - Crisis Management Expenses

C.

The Insurer will reimburse the **Named Insured** for **crisis management expenses** incurred by the **Named Insured** as a direct result of its response to a **crisis management event** that first occurs during the **policy period**, provided:



1. such **crisis management event** is reported to the Insurer as soon as reasonably practicable following the **crisis management event**, or within 72 hours after such **crisis management event** begins if such **crisis management event** is likely to give rise to **bodily injury or property damage**;
2. such **crisis management expenses** are incurred within 180 days after the **crisis management event** and reported to the Insurer as soon as reasonably practicable; and,
3. such **crisis management expenses** are approved in advance by the Insurer.

The period of time for which the Insurer will pay **crisis management expenses** will not be limited by the expiration of the **policy period**.

D. Coverage D – Key Employee

The Insurer will reimburse the **Named Insured** for **key employee replacement expenses** due to the **Named Insured's** permanent loss of the services of a **key employee** provided that:

1. the **Named Insured** would not have incurred such **key employee replacement expenses** if the **Named Insured** had not lost the services of the **key employee**;
2. such **key employee replacement expenses** are incurred by the **Named Insured** within 180 days of the **covered accident** and reported to the Insurer as soon as reasonably practicable;
3. such loss of service is caused by a **covered accident**;
4. the **covered accident** occurs during the **policy period**; and
5. a replacement for such **key employee** is hired within 180 days after the **covered accident**.

The period of time for which the Insurer will pay **key employee replacement expenses** will not be limited by the expiration of the **policy period**.

II. DEFENSE COSTS PAYMENT AND RELATED DUTIES

- A. The Insurer has the right and duty to defend any **suit**, and the right to assume control of the investigation and settlement of any **claim**, against the **Insured**, as follows:

1. with respect to the **Coverage A - Excess Follow Form Liability**, upon exhaustion through payment in legal currency of the full amount of the applicable **underlying limits** over which **Coverage A** applies.
2. with respect to the **Coverage B - Umbrella Liability**, upon receipt by the Insurer of a **claim** to which **Coverage B** applies.

When the Insurer has the duty to defend any **suit** and the right to investigate any **claim** but is prevented by law from doing so, the **Insured** will undertake such defense and investigation, and the Insurer will reimburse the **Insured** for the **defense costs**.

The Insurer's obligation to defend any **suit**, investigate any **claim**, or reimburse for any **defense costs** does not apply if any other insurer has a duty to defend. Further, any obligation to defend any **suit**, investigate any **claim**, or reimburse for any **defense costs** ceases upon exhaustion of the applicable limits of insurance of this Policy.

- B. The Insurer may, at the Insurer's sole discretion and at the Insurer's own cost, elect to participate in the investigation, settlement or defense of any **claim** against any of the **Insureds** for matters covered by this Policy even if the applicable **underlying limit** has not been exhausted.
- C. The Insurer will pay **defense costs** as follows:
1. with respect to the **Coverage A - Excess Follow Form Liability**, **defense costs** are paid within or excess of the limits of insurance as set forth in the applicable **underlying insurance**.



2. with respect to the **Coverage B - Umbrella Liability, defense costs** are paid in excess of and do not erode the limits of insurance or the **retained amount**.
- D. Where the Insurer investigates a **claim** or defends a **suit**, the Insurer will do so even if the allegations of a **claim** are groundless, false, or fraudulent. If Insurer investigates a **claim** or defends a **suit**, Insurer will do so only until the Insurer:
1. makes payment of; or
 2. offers to pay; or
 3. deposits in court
- that part of a judgment up to but not exceeding the Insurer's applicable limits of insurance.
- E. No **Insured** shall admit liability, consent to any judgment, agree to any settlement or make any settlement offer which is reasonably likely to involve this Policy without the Insurer's prior written consent, such consent not to be unreasonably withheld. The **Insureds** agree that they shall not knowingly take any action that increases the Insurer's exposure for **damages** or **defense costs** under this Policy.

III. EXCLUSIONS

A. Coverage A - Excess Follow Form Liability and Coverage B - Umbrella Liability Exclusions

With respect to both the **Coverage A- Excess Follow Form Liability** and **Coverage B -Umbrella Liability**, this Insurance does not apply to:

1. Access to or Disclosure of Confidential or Personal Information and Data-Related Liability

any actual or alleged **damages** arising out of:

- a. any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if **damages** are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in paragraph a. or b. above.

However, unless paragraph a. above applies, this exclusion does not apply to **bodily injury** to the extent that such liability is covered by **underlying insurance**.

2. Asbestos

- a. any actual or alleged liability arising out of the actual, alleged or threatened exposure at any time to **asbestos**; or
- b. any actual or alleged loss, cost or expense that may be awarded or incurred:
 - i. by reason of a **claim** for any such injury or damage; or
 - ii. in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of **asbestos**.

3. Damage to Impaired Property or Property not Physically Injured

Form No: CNA75504XX (03-2015)
Policy Form; Page: a of b
Underwriting Company:

Policy No: CUE7033949451
Policy Effective Date: 6/1/2024



any actual or alleged **property damage** to **impaired property** or property that has not been physically injured, arising out of:

- a. a defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- b. a delay or failure by the **Named Insured** or anyone acting on the **Named Insured's** behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

4. Damage to Premises Rented or Occupied by the Named Insured

any actual or alleged **property damage** to premises rented to the **Named Insured** or in the case of damage by fire, while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner.

5. Distribution or Recording of Material or Information in Violation of Laws

any actual or alleged liability arising directly or indirectly out of any actual or alleged:

- a. violation of:
 - i. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - ii. the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - iii. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
 - iv. any statute, ordinance, regulation or law other than the TCPA, CAN-SPAM Act of 2003, or FCRA, including FACTA, and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; or
- b. conversion or consumption of another's tangible property or electronic assets. For the purpose of this provision, electronic assets include but are not limited to minute allowances, text message allowances, and other electronic consumables.

Employment Related Practices

6. any actual or alleged bodily injury or personal and advertising injury to:

- a. a person arising out of any actual or alleged:
 - i. refusal to employ that person;
 - ii. termination of that person's employment;
 - iii. employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. the **spouse**, child, parent, brother or sister of that person as a consequence of such **bodily injury** or **personal and advertising injury** to that person at whom any of the employment-related practices described in paragraphs a. i., ii., or iii. above is directed.

This exclusion applies:

- a. whether the injury-causing event described in paragraphs a. i., ii., or iii. above occurs before



- employment, during employment or after employment of that person;
- b. whether the **Insured** may be liable as an employer or in any other capacity; and
- c. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, this exclusion does not apply to **bodily injury** a person sustains during a job interview while attempting to demonstrate a physical capability or skill required by the job to the extent that such liability is covered by **underlying insurance**.

7. ERISA

any actual or alleged liability arising out of any actual or alleged obligation of any **Insured** under the Employees Retirement Income Security Act of 1974 or any similar common or statutory law anywhere in the world including any amendments or additions thereto.

8. Nuclear Energy Liability

any actual or alleged **bodily injury, property damage or personal and advertising injury**:

- a. with respect to which an **Insured** under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance;
- b. resulting from the **hazardous properties of nuclear material** and with respect to which:
 - i. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - ii. the **Insured** is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- c. resulting from **hazardous properties of nuclear material**, if:
 - i. the **nuclear material**:
 - (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **Insured** or
 - (b) has been discharged or dispersed therefrom;
 - ii. the **nuclear material** is contained in **spent fuel** or **nuclear waste** at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an **Insured**; or
 - iii. the **bodily injury, property damage or personal and advertising injury** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to **property damage** to such **nuclear facility** and any property thereat.
- d. Under any Medical Payments coverage, to expenses with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

Solely as used in this exclusion:



- (a) **property damage** includes all forms of radioactive contamination of property;
- (b) **hazardous properties** includes but is not limited to radioactive, toxic or explosive properties;
- (c) source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (d) **spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

9. Recall of Products, Work or Impaired Property

any actual or alleged loss, cost or expense incurred by the **Named Insured** or any person or entity, for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your product, your work or impaired property**, if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

10. Unfair Competition/Antitrust Claims/RICO Claims

any actual or alleged liability arising out of any:

- a. unfair competition, dilution, deceptive trade practices, or civil actions for consumer fraud;
- b. charges of price fixing, monopolization or restraint of trade; or
- c. any violation of:
 - i. the Federal Trade Commission Act;
 - ii. the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade;
 - iii. the Racketeer Influenced and Corrupt Organizations Act;
 - iv. any rules or regulations promulgated under or in connection with the above statutes; or
 - v. any state, federal or local statute or other law which similarly regulates business practices.

11. Uninsured/Underinsured Motorists

any actual or alleged liability arising out of any obligations under an uninsured/underinsured motorist law, a personal injury protection law, a reparations benefit law or other similar law.

12. War

any actual or alleged liability arising, directly or indirectly out of any:

- a. war, including undeclared or civil war;
- b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Workers' Compensation and Similar Laws /Nonsubscriber Status

any actual or alleged liability arising out of any obligation of any **Insured**:

- a. under a workers' compensation, disability benefits or unemployment compensation law or any similar law.



- b. by reason of a statement of non-subscription on file with any applicable Worker's Compensation authority of any State indicating the **Named Insured** has chosen not to participate in the Workers Compensation system in accordance with laws of such state.

B. Coverage A - Excess Follow Form Liability Exclusions

With respect to **Coverage A - Excess Follow Form Liability**, this Insurance does not apply to:

1. Coverages Subject to a Sub Limit

any actual or alleged liability, loss, cost or expense covered under any **underlying insurance** which is subject to a **sub limit**.

2. Crisis Management Expenses

crisis management expenses except as provided for in **Coverage C** above even if such insurance is afforded under **underlying insurance** or would have been afforded but for the exhaustion of the **underlying limits**.

3. Pollution

- a. any actual or alleged **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - i. at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **Insured** except that this subparagraph does not apply to:
 - (a) **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**; or
 - (b) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - ii. at or from any premises, site or location which is or was at any time used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste;
 - iii. which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **Insured** or any person or organization for whom the **Named Insured** may be legally responsible; or
 - iv. at or from any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations:
 - (a) If the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **Insured**, contractor or subcontractor; except that this subparagraph does not apply to **bodily injury** or **property damage** arising out of:
 - (1) the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged,



dispersed or released as part of the operations being performed by such **Insured**, contractor or subcontractor; or

(2) heat, smoke or fumes from a **hostile fire**; or

(b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**;

v. that are, or that are contained in property that is:

(a) being transported or towed by, or handled for movement into, onto or from a covered **auto**;

(b) otherwise in the course of transit; or

(c) being stored, disposed of, treated or processed in or upon the covered **auto** except that this subparagraph does not apply to fuels, lubricants, fluids, exhaust, gases or other similar **Pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts if the **pollutants** escape or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**;

vi. before the **pollutants** or property in which the **pollutants** are contained are moved from the place where they are accepted by the **Insured** for movement into or onto the covered **auto**; or

vii. after the **pollutants** or property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **Insured**.

Subparagraphs vi. and vii. do not apply if the **pollutants** or property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto** and the discharge, dispersal, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

b. any actual or alleged **personal and advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.

c. any actual or alleged loss, cost or expense arising out of any:

i. request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or

ii. **claim** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

However, if liability for **damages** because of **property damage** is not excluded by paragraph a. of this exclusion, then neither will paragraph c. above serve to exclude such **damages**.

C. Coverage B - Umbrella Liability Exclusions

With respect to the **Coverage B - Umbrella Liability**, this Insurance does not apply to:

1. Aircraft, Auto, Watercraft or Mobile Equipment

any actual or alleged **bodily injury, property damage, personal and advertising injury** arising out of the ownership, maintenance, operation, use, **loading or unloading** or entrustment to others of any:



- a. **aircraft** owned by any **Insured** or rented, loaned or chartered by or on behalf of any **Insured** without crew; or
- b. **autos, watercraft or mobile equipment**

This exclusion applies even if such **claim** against an **Insured** alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

This exclusion does not apply to:

- i. watercraft while ashore on premises the **Named Insured** owns or rents;
- ii. watercraft the **Named Insured** does not own that is:
 - (a) less than 55 feet long; and
 - (b) not being used to carry persons or property for a charge; or
- iii. liability assumed under any **insured contract** for the ownership, maintenance or use of watercraft.

2. **Contractual Liability**

any actual or alleged **bodily injury, property damage or personal and advertising injury** for which an **Insured** is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement other than an **insured contract**. This exclusion does not apply to liability that the **Insured** would have in the absence of such contract or agreement.

3. **Damage to Property**

any actual or alleged **property damage** to:

- a. property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by the **Named Insured**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- c. property loaned to the **Named Insured**;
- d. personal property in the care, custody or control of the **Insured**;
- e. that particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on its behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraph **b.** of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by the **Named Insured**.

Paragraphs **c., d., e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **f.** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.



4. Damage to Your product

any actual or alleged **property damage to your product** arising out of it or any part of it.

5. Damage to Your work

any actual or alleged **property damage to your work** arising out of it or any part of it and included in the **products-completed operations hazard**. This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the **Named Insured's** behalf by a subcontractor.

6. Employee Injury

any actual or alleged **bodily injury or personal and advertising injury** to:

- a. an **employee** arising out of and in the course of employment by the **Insured** or performing duties related to the conduct of the **Insured's** business; or
- b. the **spouse**, child, parent, brother or sister of that **employee** as a consequence of a. above.

This exclusion applies:

- i. whether an **Insured** may be liable as an employer or in any other capacity; and
- ii. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the **Insured** under an **insured contract**.

7. Expected or Intended injury

any actual or alleged **bodily injury or property damage** arising out of an act or omission:

- a. intended by an **Insured**; or
- b. that would be expected from the standpoint of a reasonable person in the circumstances of the **Insured**;

to cause **bodily injury or property damage**, even if the actual **bodily injury or property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

8. Fungi or Other Organic Pathogens

- a. any actual or alleged **bodily injury, property damage or personal and advertising injury** arising out of any actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi or other organic pathogens**;
- b. any actual or alleged loss, cost or expense arising out of or relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of **fungi or other organic pathogens** by any **Insured** or by anyone else; or
- c. any actual or alleged **property damage** caused by water where there also exists any **property damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi or other organic pathogens**.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage, loss, cost or expense.



9. Liquor Liability

any actual or alleged **bodily injury** or **property damage** for which any **Insured** may be held liable by reason of:

- a. causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on the **Insured's** premises, for consumption on the **Insured's** premises;
- b. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the **claims** against any **Insured** allege negligence or other wrongdoing in:

- i. the supervision, hiring, employment, training or monitoring of others by that **Insured**; or
- ii. providing or failing to provide transportation with respect to any person that may be under the influence of alcohol,

if the **occurrence** which caused the **bodily injury** or **property damage** involved that which is described in paragraph **a.**, **b.** or **c.** above.

10. Nonemployment Related Discrimination

any actual or alleged **personal and advertising injury** arising out of any actual or alleged nonemployment related discrimination committed intentionally against a person.

11. Personal and Advertising Injury

any actual or alleged **personal and advertising injury**:

a. Breach of Contract

arising out of breach of contract, except an implied contract to use another's advertising idea in the **Named Insured's advertisement**.

b. Criminal Acts or Conduct

arising out of any actual or alleged criminal act or omission committed by or at the direction of any **Insured**. This exclusion does not apply to the extent liability is imposed upon the **Insured** for acts or omissions of another committed without the knowledge or consent of the **Insured**.

c. Electronic Chat Rooms or Bulletin Boards

arising out of an electronic chat room or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

d. Infringement of Copyright, Patent, Trademark or Trade Secret

arising out of infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in the **Named Insured's advertisement**. However, this exclusion does not apply to infringement of copyright, trade dress or slogan in the **Named Insured's advertisement**.

e. Insureds in Media and Internet Type Businesses

committed by an **Insured** whose business is:



- i. advertising, broadcasting, publishing or telecasting;
- ii. designing or determining content or web-sites for others; or
- iii. an Internet search, access, content or service provider.

However, this exclusion does not apply to paragraph **A.**, **B.** or **C.** of **personal and advertising injury** as defined in the section entitled Definitions.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for the **Named Insured** or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

f. Knowing Violation of Rights of Another

caused by an actual or alleged offense, act or omission by or at the direction of the **Insured** if the **Insured** knew or should have known that such offense, act or omission would cause such **personal and advertising injury**.

g. Material Published Prior To Policy Period

arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.

h. Material Published with Knowledge of Falsity

arising out of written publication in any manner of material, if the **Insured** knew or should have known the material was false.

i. Quality or Performance of Goods – Failure to Conform to Statements

arising out of any failure of goods, products or services to conform to any statement of quality or performance made in the **Named Insured's advertisement**.

j. Unauthorized Use of Another's Name or Product

arising out of unauthorized use of another's name or product in the **Named Insured's** e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

k. Wrong Description of Prices

arising out of the wrong description of the price of goods, products or services stated in the **Named Insured's advertisement**.

12. Pollution

- a. any actual or alleged **bodily injury, property damage or personal and advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- b. any actual or alleged loss, cost or expense arising out of any:
 - i. request, demand, order, or statutory or regulatory requirement that anyone test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**; or
 - ii. **claim** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of **pollutants**.



13. Silica

- a. any actual or alleged **bodily injury** arising, in whole or in part, out of the actual, alleged or threatened respiration or ingestion at any time of **silica**; or
- b. any actual or alleged **property damage** arising in whole or in part out of the actual, alleged or threatened presence of **silica**.
- c. any actual or alleged **personal and advertising injury** arising, in whole or in part, out of the actual, alleged or threatened:
 - i. exposure at any time to; or
 - ii. presence at any time of;
silica.

14. Terrorism

any actual or alleged **bodily Injury, property damage or personal and advertising injury** arising out of any act of terrorism.

D. Coverage D - Key Employee Exclusions

With respect to **Coverage D – Key Employee**, this insurance does not apply to any actual or alleged:

1. Death or Disability

death or permanent disability of a **key employee** relating to, or arising out of:

- a. nuclear reaction or radiation or radioactive contamination, however caused;
- b. sickness or disease, including mental illness or mental injury;
- c. pregnancy, childbirth, miscarriage or abortion;
- d. suicide, attempted suicide or self inflicted bodily injury, while sane or insane;
- e. the **key employee's** intoxication, impairment or otherwise being under the influence of alcohol or controlled substances;
- f. war, including undeclared or civil war;
- g. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- h. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Other Expenses

- a. expenses the **Named Insured** incurs which the **Named Insured** would not have incurred if the **Named Insured** had used all reasonable means to:
 - i. find a permanent replacement for the **key employee**; and
 - ii. reduce or discontinue the **key employee** replacement expense;as soon as possible after the **Named Insured's** permanent loss of the services of the **key employee** caused by a **covered accident**.
- b. additional expenses incurred due to the **Named Insured's** loss of the services of a permanent replacement appointed or hired to replace a **key employee**, however caused. However, this



exclusion does not apply if the replacement employee is included in the definition as a **key employee** and the **Named Insured's** loss of the services of the replacement employee is caused by a **covered accident**.

IV. WHO IS AN INSURED

The following persons or organizations are **Insureds**.

A. With respect to **Coverage A - Excess Follow Form Liability**, the **Named Insured** and any persons or organizations included as an insured under the provisions of **underlying insurance** are **Insureds**, and then only for the same coverage, except for limits of insurance, afforded under such **underlying insurance**.

B. With respect to the **Coverage B - Umbrella Liability**:

1. If the **Named Insured** is designated in the Declarations of this Policy as:

- a. an individual, the **Named Insured** and the **Named Insured's spouse** are **Insureds**, but only with respect to the conduct of a business of which the **Named Insured** is the sole owner.
- b. a partnership or joint venture, the **Named Insured** is an **Insured**. The **Named Insured's** members, the **Named Insured's** partners, and their **spouses** are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business.
- c. a limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's** members are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business. The **Named Insured's** managers are **Insureds**, but only with respect to their duties as the **Named Insured's** managers.
- d. an organization other than a partnership, joint venture or limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's executive officers** and directors are **Insureds**, but only with respect to their duties as the **Named Insured's** officers or directors. The **Named Insured's** stockholders are also **Insureds**, but only with respect to their liability as stockholders.
- e. a trust, the **Named Insured** is an **Insured**. The **Named Insured's** trustees are also **Insureds**, but only with respect to their duties as trustees.

2. Each of the following are also **Insureds**:

- a. The **Named Insured's volunteer workers** but only while performing duties related to the conduct of the **Named Insured's** business.
- b. The **Named Insured's employees**, other than either the **Named Insured's executive officers** (if the **Named Insured** is an organization other than a partnership, joint venture or limited liability company) or the **Named Insured's** managers (if the **Named Insured** is a limited liability company), but only for acts within the scope of their employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business.

However, none of these **employees** or **volunteer workers** are **Insureds** for:

i. **bodily injury** or **personal and advertising injury**:

(a) to the **Named Insured**, to the **Named Insured's** partners or members (if the **Named Insured** is a partnership or joint venture), to the **Named Insured's** members (if the **Named Insured** is a limited liability company), to a co-**employee** while in the course of his or her employment or performing duties related to the conduct of the **Named Insured's** business, or to the **Named Insured's** other **volunteer workers** while performing duties related to the conduct of the **Named Insured's** business;

(b) to the **spouse**, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of paragraph (i)(a) above;



- (c) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph i. (a) or (b) above; or
- (d) arising out of his or her providing or failing to provide professional health care services.

ii. **property damage** to property:

- (a) owned, occupied or used by;
- (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

the **Named Insured**, any of the **Named Insured's employees, volunteer workers**, any partner or member (if the **Named Insured** is a partnership or joint venture), or any member (if the **Named Insured** is a limited liability company).

- C. With respect to the **Coverage C - Crisis Event Management** and the **Coverage D - Key Employee**, the **Named Insured** is the **Insured**.

V. **LIMITS OF INSURANCE**

A. **Multiple Insureds, claims, claimants**

The limits of insurance shown in the Declarations of this Policy and the rules below fix the most the Insurer will pay regardless of the number of:

1. **Insureds**;
2. **claims** made or brought against the **Insured**;
3. persons or organizations making **claims** or bringing **claims**; and
4. coverages under this Policy.

B. **Aggregate Limit**

Subject to the paragraphs D. and E. below, the limit of insurance shown in the Declarations of this Policy as the Aggregate limit is the most that the Insurer will pay as **damages** under this Policy, regardless of which coverage applies, except for:

1. **damages** covered by any auto liability policy listed in the Schedule of **Underlying Insurance** where the limits of insurance of such auto liability policy are not aggregated; and
2. **damages** covered under the **products-completed operations hazard**.

The limits of insurance shown in the Declarations of this Policy apply to the entire **policy period**, regardless of length.

In addition, with respect to **Coverage A – Excess Follow Form Liability** only, the Aggregate limit shown in the Declarations of this Policy shall be applied in the same manner as the applicable Aggregate limits in the Schedule of **underlying insurance**.

C. **Aggregate Products-Completed Operations Hazard**

Subject to paragraph D. and E. below, the limit of insurance shown in the Declarations of this Policy as the Aggregate Products-Completed Operations Hazard limit is the most that the Insurer will pay as **damages** arising out of the **products-completed operations hazard**, regardless of whether such **damages** are or otherwise would be covered in any way under more than one coverage.

D. **Policy Aggregate Limit**

This provision D. only applies if an amount is shown in the Declarations as the Policy Aggregate Limit.



Subject to the Each **Incident** limit, Aggregate limit and Aggregate **products-completed operations hazard** limit, the Policy Aggregate limit is the most the Insurer will pay as **damages** under this Policy, regardless of which coverage applies, except for **damages** covered by any auto liability policy listed in the Schedule of **Underlying Insurance** where the limits of insurance of such auto liability policy are not aggregated.

E. Each Incident

Subject to paragraphs **B.**, **C.** and **D.** above, the limit of insurance shown in the Declarations of this Policy as the Each **Incident** limit is the most the Insurer will pay for the sum of all **damages** arising out of any one **incident** under this Policy, regardless of which coverage applies.

F. Crisis Management

Solely with respect to **Coverage C – Crisis Management Expenses**, the most the Insurer will pay is the limit of insurance shown on the Declarations of this Policy as the **Crisis Management Expenses Aggregate** limit, regardless of the number **crisis management events** for which **crisis management expenses** are incurred. **Crisis management expenses** are not subject to the **retained amount**.

The **Crisis Management Expenses Aggregate** limit of insurance is in addition to and will not erode any other limits of this Policy. The **Crisis Management Expenses Aggregate** limit of insurance shall be excess of any other limits of insurance available to the **Insured** for the same expenses.

G. Key Employee Replacement Expenses

Solely with respect to **Coverage D – Key Employee**, the most the Insurer will pay for **key employee replacement expenses** is the **Key Employee Aggregate** limit shown on the Declarations of this Policy, regardless of the number **key employees** for which **key employee replacement expenses** are incurred. **Key employee replacement expenses** are not subject to the **retained amount**.

The **Key Employee Replacement Expenses Aggregate** limit of insurance is in addition to and will not erode any other limits of this Policy. The **Key Employee Replacement Expenses Aggregate** limit of insurance shall be excess of any other limits of insurance available to the **Insured** for the same expenses.

H. Defense Costs

Defense costs are either paid within or are in excess of the limits of insurance as set forth in paragraph **C.** of the section entitled **Defense Costs Payment and Related Duties**.

I. Exhaustion or Reduction of Applicable Underlying Limit

Solely with respect to **Coverage A - Excess Follow Form Liability**, if the applicable **underlying limits** are:

1. reduced solely by the payment of covered loss as set forth in **Coverage A** including related costs and expenses (if such related costs and expense reduce such limits) **Coverage A** will apply in excess of the remaining amount of such applicable **underlying limit**; or
2. exhausted, solely by the payment of covered loss as set forth in **Coverage A** including related costs and expenses (if such related costs and expense reduce such limits) then **Coverage A** will apply, subject to this Policy's limit of insurance provision and to the remaining terms and provisions and conditions of this Policy in place of such exhausted applicable **underlying limit**.

If any loss covered under any **underlying insurance** is subject to a **sub-limit** (whether or not such **sub-limit** erodes the limits generally available to all claims), then the **underlying limits** shall not be deemed depleted by payment of any such **sub-limits**.

Nothing herein shall serve to increase the limits of insurance shown in the Declarations of this Policy.



VI. CONDITIONS

A. Appeals

If the **Named Insured** or its **underlying insurers** elect not to appeal a judgment in excess of the limits of insurance afforded by the **underlying insurance** the Insurer may elect to appeal at the Insurer's expense. The Insurer's limits of insurance shall not be increased because of such appeal. However, the Insurer will pay the following costs and expenses:

1. all premium bonds to release attachments for an amount not in excess of the applicable limit of insurance of this policy;
2. all premiums on appeal bonds required in such defended claims, but without obligation to apply for or furnish such bonds;
3. court fees; and
4. costs and expenses taxed against the **Named Insured** by the appellate court and interest accruing after entry of a judgment against the **Named Insured** and before the Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance of this Policy. Where the **underlying insurers** terminate their liability to pay interest on the judgment by an offer to pay their limits, the **Named Insured** shall demand that such limits be paid. If the appeal is successful, such amounts not obligated to be paid shall be returned to such **underlying insurer**.

B. Cancellation and Nonrenewal

The Cancellation/Nonrenewal provisions are as set forth in the Cancellation/Nonrenewal Endorsement attached to this Policy.

C. Changes to the Policy

Notice to any of the Insurer's agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this Policy, nor will such notice prevent the Insurer from asserting any rights under the provisions of this Policy. None of the provisions of this Policy will be waived, changed or modified except by written endorsement issued by the Insurer to form a part of this Policy.

D. Concealment, Misrepresentation and Fraud

No concealment, misrepresentation or fraud shall avoid or defeat recovery under this Policy unless such concealment, misrepresentation or fraud was material. Concealment, misrepresentation or fraud in the procurement of this Policy which if known by the Insurer would have led to refusal by the Insurer to make this contract or provide coverage, or to make this contract or provide coverage on different terms or conditions, will be deemed material.

E. Duties of the First Named Insured on the Declarations of this Policy

The **First Named Insured**, on behalf of all others, will be:

1. authorized to make changes in the terms of this Policy with the consent of the Insurer;
2. the payee of any premiums the Insurer refunds;
3. responsible for:
 - a. remitting the payment of all premiums due, but all **Named Insureds** jointly and severally agree to make such payments in full if the **First Named Insured** fails to pay the amount due within 10 days after the Insurer give written notice or demand;
 - b. keeping records of the information the Insurer requires for premium computation, and sending copies of such records at such times as requested by the Insurer;



- c. notifying the Insurer that the **First Named Insured** on behalf of all others wants to cancel this Policy; and
- d. providing any notice required under this Policy.

F. Economic and Trade Sanctions

This Policy does not provide coverage for an **Insured**, transaction or that part of loss that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

G. Entire Contract

By acceptance of this Policy, the **Insureds** agree that this Policy, including all endorsements to this Policy, constitute the entire contract existing between the parties relating to this insurance.

H. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this Policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such provided however that this sentence does not apply to the spouse of:

1. a sole proprietorship **Named Insured**; or
2. members or partners of joint venture or partnership **Named Insureds**.

I. Examination of the Named Insured's Books and Records

The Insurer may examine and audit the **Named Insured's** books and records as they relate to this Policy at any time during the **policy period** and up to 3 years afterward.

J. Financial Impairment

Bankruptcy, rehabilitation, receivership, liquidation or other financial impairment of the **Named Insured** or an **underlying insurer** shall neither relieve nor increase any of the Insurer's obligations under this Policy.

In the event there is diminished recovery or no recovery available to the **Named Insured** as a result of financial impairment of an **underlying insurer**, the coverage under this Policy shall apply only in excess of the **underlying limits**. Under no circumstances shall the Insurer be required to drop down and replace the **underlying limits**, or assume the obligations of the **Named Insured** or the financially impaired insurer.

K. Headings

The description in the headings and subheadings of this Policy is solely for convenience, and forms no part of the terms and conditions of coverage.

L. Inspections and Surveys

The Insurer has the right but is not obligated to:

1. make inspections and surveys at any time;
2. give the **Named Insured** reports on the conditions it finds;
3. recommend changes; or
4. conduct loss control and prevention activity.



Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged.

The Insurer does not:

1. make safety inspections;
2. undertake to perform the duty of any organization to provide for the health or safety of workers or the public; nor
3. warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This provision applies not only to the Insurer, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, recommendations, reports, or gives loss control or prevention advice, on its behalf.

M. Legal Action Limitation

No person or organization has a right under this Policy:

1. to join the Insurer as a party or otherwise bring the Insurer into a **suit** asking for **damages** from an **Insured**; or
2. to sue Insurer on this Policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an **Insured**; but the Insurer will not be liable for **damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An "agreed settlement" means a settlement and release of liability signed by the Insurer, the **Insured** and the claimant or the claimant's legal representative.

N. Maintenance of Underlying Insurance

Solely with respect to **Coverage A - Excess Follow Form Liability**, while this Policy is in force the **First Named Insured** agrees that the **underlying insurance** and renewals and replacements thereof shall be maintained, without alterations of terms or conditions, in full effect during the term of this Policy; except for reduction or exhaustion of the limits of insurance in the **underlying insurance**, provided that such reduction or exhaustion is solely the result of **incidents** covered under this Policy.

If the **First Named Insured** fails to maintain **underlying insurance**, this condition shall not invalidate this Policy. However, in the event of such failure, the Insurer will only be liable to the same extent as if such **underlying insurance** was in full force and effect without alteration of its terms and conditions.

O. Notice of Claims/Crisis Management Event/Covered Accident

1. Solely with respect to **Coverage A - Excess Follow Form Liability**, if any **underlying insurance** is a policy issued by the Insurer or any of its affiliates, then notice of any **claim** under such **underlying insurance** is notice to the Insurer under this Policy.
2. It is a condition precedent to coverage under this Policy that:
 - a. subject to paragraph b. below, the **Insured** notify the Insurer as soon as practicable of an **incident** which an **Insured** believes may result in a **claim**. To the extent possible, notice should include:
 - i. how, when and where the **incident** took place;
 - ii. the names and addresses of any injured persons and witnesses; and
 - iii. the nature and location of any injury or damage arising out of the **incident**.



- b. the **Insured** notify the Insurer as soon as practicable of an **incident** if it involves:
- i. a demand against the **Insured** which exceeds 50% of any remaining applicable **underlying limit**;
 - ii. any **underlying insurance** reserve or monetary exposure exceeding \$500,000; or
 - iii. any of the following:
 - (a) brain damage, including but not limited to any neurological impairment of infants or adults and coma;
 - (b) spinal cord injury, including but not limited to paraplegia or quadriplegia;
 - (c) loss of any organ;
 - (d) severe disfigurement, including but not limited to burns and amputations; or
 - (e) death.
- c. if a **claim** is made against any **Insured**, the **Named Insured**:
- i. will immediately record the specifics of the **claim** and the date received and notify the Insurer of such **claim**;
 - ii. will immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
 - iii. will authorize the Insurer to obtain records and other information;
 - iv. will cooperate with the Insurer in the investigation or settlement of the **claim** or defense against the **suit**;
 - v. will assist the Insurer, upon its request, in the enforcement of any right against any person or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and
 - vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella**

Liability, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

p. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.



With respect to **Coverage A – Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest

Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.



Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

- A. **suit**; or
- B. written or oral demand for **damages** alleging injury to which this insurance applies.

Coverage territory means:

- A. the United States of America (including its territories and possessions), Puerto Rico and Canada;
- B. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph **A.** above; or
- C. all other parts of the world if the injury or damage arises out of:
 - 1. goods or products made or sold by the **Named Insured** in the territory described in paragraph **A.** above;
 - 2. the activities of a natural person whose home is in the territory described in paragraph **A.** above, but is away for a short time on the **Named Insured's** business; or
 - 3. an offense that take place through the Internet or similar electronic means of communication, provided that the **Insured's** responsibility to pay **damages** is determined in a **suit** on the merits, in the territory described in paragraph **A.** above or in a settlement the Insurer agrees to.



Covered accident means a sudden and unexpected event, which solely and independently of any other cause results in the **key employee's** death or **permanent disability** within one year after the date of the sudden event.

Crisis management event means an event that an **executive officer** reasonably believes has resulted or may result in significant adverse regional or national media coverage and a claim for:

- A. **bodily injury, property damage** or any of the following **personal and advertising injury** offenses:
 - 1. false arrest, detention or imprisonment;
 - 2. malicious prosecution or abuse of process; or
 - 3. wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor; and
- B. **damages** to which this insurance applies, that are in excess of any applicable:
 - 1. **underlying limits**; or
 - 2. **retained amount**.

Crisis management expenses means **crisis management public relations expenses** and **crisis management other expenses** provided however **crisis management expenses** do not include any of the following:

- A. salary, wages, or benefits of the **Named Insured** or the **Named Insured's employees**;
- B. loss of business income;
- C. costs to acquire, repair or replace real or personal property; or
- D. expense to hire a public adjuster or appraiser or any other claim adjustment expenses incurred by a **Named Insured**.

Crisis management public relations expenses means reasonable and necessary expenses incurred in connection with a **crisis management event** by the **Named Insured**:

- A. to hire a **crisis management firm**;
- B. to set up call centers or similar inquiry management system to manage inquiries from, or to directly contact, individuals or entities that may be directly impacted by such **crisis management event**;
- C. to create and deliver notification letters to contact individuals or entities that may be directly impacted by the **crisis management event**; or
- D. other related miscellaneous expenses.

Crisis management other expenses means reasonable and necessary expenses incurred in connection with a **crisis management event** by the **Named Insured**:

- A. to pay medical expenses, funeral expenses, psychological counseling expenses, travel expenses, and temporary living expenses of a third party who incurs **bodily injury**, or a family member of such third party, by reason of such **crisis management event**;
- B. for travel expenses incurred by or on behalf of **Insureds** and at the direction of the **crisis management firm**;
- C. to secure the scene of a **crisis management event**; and
- D. other related miscellaneous expenses.

Crisis management firm means a public relations firm, law firm or crisis management firm approved by the Insurer to provide media management services and to respond to actual or anticipated adverse publicity arising



out of a **crisis management event** or **covered accident**.

Damages means the amount an **Insured** is legally obligated to pay, either through:

- A. final adjudication of a **claim**; or
- B. through compromise or settlement of a **claim** with the Insurer's written consent or direction, because of covered **incidents**. In addition, **damages** includes the above-mentioned sums only after deducting all other recoveries and salvages.

However, **damages** does not include:

- 1. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule;
- 2. injunctive or declaratory relief;
- 3. any amount that is not insurable under any applicable law; or
- 4. plaintiff's attorney fees associated with any of the above.

Notwithstanding paragraph 3. above, **damages** shall include (subject always to this Policy's other terms, conditions and limitations) punitive and exemplary damages the enforceability of which shall be governed by such applicable law that most favors coverage for **damages**.

Defense costs mean:

- A. reasonable and necessary fees, costs, and expenses incurred by the Insurer or consented to by the Insurer and incurred by the **Named Insured** in the defense or appeal of a covered **suit** or in the investigation of any covered **claim**, and includes premium for appeal bonds arising out of a covered judgment, attachment bonds or similar bonds, but only for bond amounts up to the applicable limit of insurance. In addition, the Insurer will pay up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which **bodily injury** coverage applies. The Insurer has no obligation to provide such bonds.
- B. prejudgment interest awarded against an **Insured** on that part of a judgment covered by this policy. If the Insurer makes an offer to pay the applicable limit of insurance, the Insurer will not pay any prejudgment interest based on that period of time after the offer.
- C. post judgment interest which accrues after entry of judgment, but before the Insurer has paid or offered to pay, or deposited in court that part of the judgment which is within the limit of insurance of this Policy. The amount of interest the Insurer pays will be in direct proportion to the amount of **damages** the Insurer pays in relation to the total amount of the judgment.
- D. all reasonable expenses incurred by a natural person **Insured** at the Insurer's request to assist the Insurer in the investigation or defense of the **claim**. This includes such **Insured's** actual loss of earnings up to \$750 per day, because of time off from work.
- E. all court costs taxed against the **Insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **Insured**.

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Employee includes **leased workers** or employees loaned to the **Insured**. **Temporary workers** are not **employees**.

Executive Officer means any natural person holding any of the following positions created by the **Named Insured's** charter, constitution, bylaws or any other similar governing document:

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- A. director, officer, trustee or governor of a corporation;
- B. management committee member of a joint venture;
- C. partner of a partnership;
- D. manager of a limited liability company; and
- E. trustee of a trust.

An **executive officer** is not an **employee**.

First Named Insured means the person or organization first listed as a **Named Insured** in the Declarations of this Policy.

Fungi means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi. However, **fungi** does not include any fungi intended by the **Insured** for human consumption.

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Impaired property means tangible property, other than **your product** or **your work** that cannot be used or is less useful because:

- A. it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - B. the **Named Insured** has failed to fulfill the terms of a contract or agreement,
- if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work**; or the **Named Insured's** fulfilling the terms of the contract or agreement.

Incident means:

- A. with respect to **Coverage A - Excess Follow Form Liability**, a covered event as defined in applicable **underlying insurance**;
- B. solely with respect to **Coverage B - Umbrella Liability**:
 - 1. with respect to **bodily injury** and **property damage**, **incident** means an **occurrence**; or
 - 2. with respect to **personal and advertising injury**, **incident** means an offense that gives rise to such **personal and advertising injury**.

Insured means any person or organization set forth in the section entitled **WHO IS AN INSURED**.

Insured contract means:

- A. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with permission of the owner is not an **insured contract**;
- B. a sidetrack agreement;
- C. an easement or license agreement; except in connection with construction or demolition operations on or within 50 feet of a railroad;
- D. an obligation, as required by ordinance, to indemnify a municipality except in connection with work for a municipality;
- E. an elevator maintenance agreement; or



- F. the part of any other contract or agreement pertaining to its business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury or property damage** to a third person or organization, provided the **bodily injury or property damage** is caused, in whole or in part, by the **Named Insured** or by those acting on its behalf. However, such part of a contract or agreement shall only be considered an **insured contract** to the extent the **Named Insured's** assumption of the tort liability is permitted by law. "Tort liability" means liability that would be imposed by law in the absence of contracts or agreements. This paragraph F. does not include that part of a contract or agreement:
1. that indemnifies a railroad for **bodily injury or property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 2. that indemnifies an architect, engineer or surveyor for **bodily injury or property damage** arising out of:
 - a preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b giving directions or instructions, or failing to give them, if that is the primary cause of the **bodily injury or property damage**;
 3. under which an **Insured**, if an architect, engineer or surveyor, assumes liability for **bodily injury or property damage** arising out of such **Insured's** rendering or failure to render professional services, including those listed in paragraph 2. above and supervisory, inspection, architectural or engineering activities; or
 4. that indemnifies a person or organization for damage by fire to premises rented to or loaned to an **Insured**.

Key employee means any of the following officer and employment positions:

- A. Chief Executive Officer;
- B. Chief Operating Officer;
- C. Chief Financial Officer;
- D. Corporate Secretary;
- E. Treasurer;
- F. Executive Vice President; and
- G. Risk Manager

Key employee also means anyone added as such by endorsement to the Policy.

Key employee replacement expenses means the actual and necessary expenses incurred by the **Named Insured**:

- A. to continue the performance of the **key employee's** normal job responsibilities, with comparable quality, while a permanent replacement for the **key employee** is being sought, appointed or hired, and trained.
- B. to find a qualified permanent replacement to fill the **key employee's** position:
 1. costs of advertising the employment position opening;
 2. travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and



3. miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the job applicants and legal expenses incurred to draw up employment contracts.
- C. to minimize the amount of **key employee replacement expenses**, but only to the extent the amount of **key employee replacement expenses** otherwise payable under paragraphs 1. and 2. above are reduced.
 - D. to relocate the replacement employee to an area within a reasonable commute from their place of employment.
 - E. to pay the following reasonable and necessary expenses incurred in connection with the death or permanent disability of any **key employee**:
 1. to hire a **crisis management firm**.
 2. to create and deliver notification letters to contact individuals or entities that may be directly impacted by the **key employee covered accident**; or
 3. other related miscellaneous expenses
 - F. **Key employee replacement expenses** also include first year amounts of the replacement employee's:
 1. annual base starting salary;
 2. employee perquisite costs; and
 3. employee benefit costs;

in excess of the amounts which would have been incurred for the **key employee** if the **Named Insured** had not lost the services of the **key employee**. However, the Insurer will not pay more for these expenses than 10% of the amounts which would have been incurred for the **key employee**.

Key employee replacement expenses do not include the following:

- a. any expenses which would have been incurred by the **Named Insured** for the **key employee** if the **Named Insured** had not lost the services of the **key employee**;
- b. any **key employee replacement expenses** that are paid for by any **other insurance**;
- c. except as provided in paragraph F. above, salary, wages, or benefits of the **Named Insured**, the **Named Insured's employees**, the **Named Insured's temporary workers** or **volunteer workers**;
- d. costs to acquire, repair or replace real or personal property;
- e. the **Named Insured's** loss of business income;
- f. expenses incurred by or on behalf of the **Named Insured** to hire a public adjuster or appraiser or any other claim adjustment expenses incurred by the **Named Insured**; and
- g. expenses incurred by or on behalf of the **Named Insured** due to **bodily injury, property damage, or personal and advertising injury**.

Leased worker means a person leased to the **Named Insured** by a labor leasing firm under an agreement between the **Named Insured** and such labor leasing firm, to perform duties related to the conduct of the **Named Insured's** business. **Leased worker** does not include a **temporary worker**.

Loading or unloading means the handling of property:

- A. after it is moved from the place where it is accepted for movement into or onto an **aircraft, watercraft or auto**;
- B. while it is in or on an **aircraft, watercraft or auto**; or



- C. while it is being moved from an **aircraft, watercraft or auto** to the place where it is finally delivered. However, **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **aircraft, watercraft or auto**.

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on or next to premises the **Named Insured** owns or rents;
- C. vehicles that travel on crawler treads;
- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1. power cranes, shovels, loaders, diggers or drills; or
 - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
 - 1. equipment designed primarily for:
 - a. snow removal;
 - b. road maintenance, but not construction or resurfacing; or
 - c. street cleaning;
 - 2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - 3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

Named Insured means the persons or organizations named as such in the Declarations of this Policy.

Nuclear facility means:

- A. any **nuclear reactor**;
- B. any equipment or device designed or used for:
 - 1. separating the isotopes of uranium or plutonium;
 - 2. processing or utilizing **spent fuel**; or



3. handling, processing or packaging **nuclear waste**;

C. any equipment or device used for the processing, fabricating or alloying of special **nuclear material** if at any time the total amount of such material in the custody of any **Insured** at the premises where such equipment is located consists of or contains more than:

1. 25 grams of plutonium or uranium 233 or any combination thereof; or
2. 250 grams of uranium 235; and

D. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear material means source material, special nuclear material, or by-product material as these terms are defined in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Nuclear reactor means an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Nuclear Waste means waste material:

- A. containing by-product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from ore processed primarily for its source material (as defined in the Atomic Energy Act of 1954 or in any law amendatory thereof) content; and
- B. resulting from the operation by any person or organization, of a **nuclear facility** included within paragraphs A. and B. of the definition of **nuclear facility**.

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Other insurance means any:

- A. valid and collectible policy of insurance;
- B. self insurance; or
- C. indemnity agreement by which an **Insured** arranges for funding or transferring its liabilities

that provides coverage that this Policy also provides. **Other insurance** does not include **underlying insurance** or any policy that was bought specifically to apply in excess of the limits of insurance shown in the Declarations of this Policy.

Other organic pathogens means any organic irritant or contaminant other than **fungi**, including but not limited to bacteria, microbes and viruses (whether or not a microorganism), that cause infection and disease.

Other organic pathogens includes any spores, mycotoxins, odors, variants, mutations, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of such pathogens, and any colony or group of the foregoing.

However, **other organic pathogens** does not mean pathogens that were transmitted directly from person to person.

Permanent disability means permanent physical inability, or mental inability due to a permanent physical inability, of the **key employee** to perform the normal duties of the applicable position for which the individual qualifies as a **key employee**.

Personal and advertising injury means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:



- A. false arrest, detention or imprisonment;
- B. malicious prosecution or abuse of process;
- C. wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
- D. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- E. oral or written publication, in any manner, of material that violates a person's right of privacy;
- F. the use of another's advertising idea in the **Named Insured's advertisement**; or
- G. infringing upon another's copyright, trade dress or slogan in the **Named Insured's advertisement**.

Policy period means the time from 12.01 A.M. on the effective date of this Policy as set forth in the Declarations of this Policy to the earlier of 12.01 A.M. of the expiration, termination or cancellation date of this Policy.

Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes medical waste and materials to be recycled, reconditioned or reclaimed.

Products-completed operations hazard means **bodily injury** or **property damage** occurring away from premises the **Named Insured** owns or rents and arising out of **your product** or **your work** except:

- A. products that are still in the **Named Insured's** physical possession; or
- B. work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - 1. when all of the work called for in the **Named Insured's** contract has been completed;
 - 2. when all of the work to be done at the job site has been completed if the **Named Insured's** contract calls for work at more than one job site; or
 - 3. when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

However, **products-completed operations hazard** does not include **bodily injury** or **property damage** arising out of:

- A. the transportation of property, unless **bodily injury** or **property damage** arises out of a condition in or on a vehicle not owned or operated by the **Named Insured**, and that condition was created by the **loading or unloading** of that vehicle by any **Insured**;
- B. the existence of tools, uninstalled equipment or abandoned or unused materials; or
- C. products or operations for which the **underlying insurer** states that products-completed operations are subject to the General Aggregate Limit.

Property damage means:

- A. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- B. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **incident** that caused it.



However, **electronic data** is not tangible property.

Retained amount means the self insured retention as set forth on the Declarations of this Policy or the amount payable by **other insurance**, whichever is greater.

Silica means the chemical compound silicon dioxide (SiO₂) in any form, including dust which contains silicon dioxide.

Spouse means any husband, wife or partner in a marriage or civil union or any person qualifying as a domestic partner under any federal, state or local laws or under the **Named Insured's** employee benefit plans or employee benefits program.

Sub limit means a limit that is lower than the **underlying limits**.

Suit means a civil proceeding in which **damages** because of injury or damage to which this insurance applies are alleged, including:

- A. an **arbitration proceeding** alleging such **damages**; or
- B. any other alternative dispute resolution proceeding in which such **damages** are claimed and to which the **Insured** submits with the Insurer's consent.

Temporary worker means a worker who is furnished to the **Named Insured** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

Underlying insurance means policies of insurance listed in the Schedule of **Underlying Insurance** including renewal or replacement of such insurance which is neither more restrictive nor more broad than that listed in the aforementioned Schedule of **Underlying Insurance**.

Underlying insurer means the insurer providing the **underlying insurance**. It does not include any insurer whose policies were purchased specifically to be in excess of this policy.

Underlying limits means the limits of insurance as set forth in the Schedule of **Underlying Insurance**.

Volunteer worker means a person who is not an **employee** and who donates his or her work and acts at the direction of or within the scope of duties determined by the **Named Insured** and is not paid a fee, salary or other compensation by the **Named Insured** or anyone else for their work performed for the **Insured**.

Your product means:

- A. means:
 - 1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. the **Named Insured**;
 - b. others trading under the **Named Insured's** name; or
 - c. a person or organization whose business or assets the **Named Insured** has acquired; and
 - 2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- B. includes:
 - 1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
 - 2. The providing of or failure to provide warnings or instructions.
- C. does not include vending machines or other property rented to or located for the use of others but not sold.



Your work:

A. means:

1. work or operations performed by the **Named Insured** or on its behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

B. Includes:

1. warranties or representations made with respect to the fitness, quality, durability, performance or use of **your work**, and
2. the providing of or failure to provide warnings or instructions.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by the Insurer's Chairman and Secretary, but this Policy shall not be binding upon the Insurer unless completed by the attachment of the Declarations of this Policy and signed by the Insurer's duly authorized representative if required.

Chairman of the Board

Secretary



Contractual Risk Transfer Evaluation Summary

Date 4/22/25

Vendor/Contractor Name: H2I Group, Inc.
 Contract/Project Name/ #: FLC Bleacher Replacement
 Contract Type: Contractor Prof. Svcs Goods Only MSA
 MSA Title _____
 Type of Work: Bleacher Installation
 Contract/Project Summary: **FLC Bleacher Replacement Project**
 Policy Expiration Date: 6/1/25

Required Coverages/Limits – Per Contract:

Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$10M/\$10M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Auto Liability:	\$1 million	Any Auto/Owned	Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Prof. Liability:	\$1 million	\$2 million	Other: \$2M/\$2M	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Env. Liability:	\$1 million	\$2 million	Other: \$2m/\$2m	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Exc./Umb. Prof.				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Excess/Umb GL				<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Cyber Liability:	\$500,000	\$1 million	Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Builders Risk:	Completed Project Value		Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Other:			Other:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
ISO Additional Insured – Completed Operations (CG 20 37)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form: _____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form: _____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation - General Liability	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA
Waiver of Subrogation – Workers' Compensation	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> NA

Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: Yes No

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable Not Acceptable

From: Joel Van Essen
To: Brandi Watson; Ivana Lisnich; Samantha Cooper; Mike Mazza; Brian Fel; Jack Neven
Subject: PW Board Items - All Passed (Anne and I agreed to proceed to contracts)
Date: Tuesday, April 22, 2025 8:50:52 AM
Attachments: image001.png

All PW items were on consent agenda and passed. I am not doing the full email. Anne and I agreed at the meeting we can proceed with the awards.

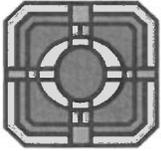
Monarch Butterfly/Earth Day/Arbor Day were proclaimed.

2025-0239	Musco Lighting at JHC Change Order #1 was approved.	Ivana please proceed with CO #1
2025-0329	CPAC Caulking	Ivana please proceed with contract
2025-0328	FLC Bleacher Replacement	Samantha please proceed with contract
2025-0302	Rec Admin Window Blinds	Ivana please proceed with contract
2025-0301	PD Range Training Room Furniture purchase	Samantha please proceed with contract
2025-0333	CPW Facility Improvements	Samantha please proceed with contract

Joel

Joel Van Essen | Public Works Director
Village of Orland Park
15655 Ravinia Avenue | Orland Park, Illinois 60462
Ph. 708.403.6350 | jvanessen@orlandpark.org





VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2025-0328

File ID: 2025-0328	Type: MOTION	Status: PASSED
Version: 0	Reference:	Controlling Body: Board of Trustees
Agenda Entry: Franklin Loebe Center (FLC) Bleachers Replacement Project		File Created Date : 04/14/2025
		Final Action: 04/21/2025

Title: Franklin Loebe Center (FLC) Bleachers Replacement Project

Notes:

Sponsors:

Res/Ord Date:

Attachments: Proposal - FLC Center Bleachers, Sole Source Request Form, Existing FLC Bleacher Pictures

Res/Ord Number:

Drafter:

Hearing Date:

Department Contact:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Public Works Department	04/14/2025	INTRODUCED TO BOARD	Board of Trustees			
0	Board of Trustees	04/21/2025	APPROVED				Pass

Text of Legislative File 2025-0328

..Title
Franklin Loebe Center (FLC) Bleachers Replacement Project

History

Guided by the 2022 "Facilities Condition Assessment", the Public Works Department has completed several facility improvements projects throughout the Village recently, including the Civic Center, Orland Park Health and Fitness Center, Franklin Loebe Center (FLC), SportsPlex, Public Works, Veteran's Center, and Village Hall.

One such project is the "Franklin Loebe Center (FLC) Gym and Track Floor Replacement Project", which is scheduled to begin this summer. Upon inspection of the bleachers located adjacent to where the new flooring will be installed, staff realized that the bleachers have wheels that will likely damage the new flooring planned to be installed this year. The bleachers, which are original to the building, are non-ADA

compliant and have caused damage to the existing gym flooring. Pictures of the existing bleachers and the floor damage are attached for reference.

To resolve this problem, the wheeled bleachers will be replaced. The scope of work of the FLC Bleachers Replacement Project includes the purchase and installation of ADA-compliant, telescoping, five (5) row gym bleachers capable of seating eighty-four (84) people. The demolition of the existing bleachers would be handled by the Public Works Department to reduce the overall cost of the project.

H2I Group, Inc., a participant in the joint purchasing program OMNIA Partners Contract #R240106, submitted a proposal to complete the FLC Bleachers Replacement Project. It should be noted that H2I Group, Inc. has also been contracted to complete the FLC Gym and Track Floor Replacement Project.

H2I Group Inc. Proposal Summary

Material Price: \$25,037.26
Installation: \$19,485.00
Freight: \$1,610.00
TOTAL = \$46,132.26

Based on the proposal price and company qualifications, staff recommends approving the proposal from H2I Group, Inc. for \$46,132.26. A contingency is not requested for this project.

Financial Impact

Funding in the amount of \$15,000.00 for FLC Audio Improvements and \$30,000.00 for FLC Interior Painting was budgeted in capital account 3008010-570100. The Recreation and Parks Department has requested to complete the FLC Bleachers Replacement Project in lieu of the two (2) projects, which will be deferred to a later date. An additional \$1,132.26 is available in this same capital to account for ADA building modifications.

Recommended Action/Motion

I move to approve the waiver of the competitive bid process in favor of participation in joint purchasing cooperative Omnia pursuant to Contract #R240106 and authorize the approval and execution of a vendor contract with H2I Group Inc. for the FLC Bleachers Replacement Project, based on H2I Group Inc's quote 127072 R dated March 28, 2025, for a total not-to-exceed contract price of \$46,132.26;

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review.

MAYOR

Keith Pekau

VILLAGE CLERK

Brian L. Gaspardo

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kamos

Brian J. Riordan

Joni J. Radaszewski

April 23, 2025

Michael Weiler
H2I Group
157 Eisenhower Lane North
Lombard, IL 60148

NOTICE OF AWARD - Franklin Loebe Center (FLC) Bleachers Replacement Project

Dear Mr. Weiler,

This notification is to inform you that on April 21, 2025, the Village of Orland Park Board of Trustees approved awarding H2I Group the contract in accordance with the proposal you submitted dated March 28, 2025, for Franklin Loebe Center (FLC) Bleachers Replacement Project for an amount not to exceed forty-six thousand one hundred thirty-two and 26/100 (\$46,132.26) Dollars.

You will receive the contract via email from BidNet Direct ASC eSign. You will receive notification from BidNet Direct of the fully executed contract and will be issued a Notice to Proceed letter. If you have any questions, please do not hesitate to call me at 708-403-6108 or e-mail me at mmazza@orlandpark.org.

Sincerely,

Mike Mazza
Operations Manager – Natural Resources and Facilities

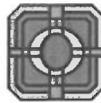
MAYOR

James Dodge

VILLAGE CLERK

Mary Ryan Norwell

14700 S. Ravinia Avenue
Orland Park, IL 60462
(708)403-6100
orlandpark.org



**ORLAND
PARK**

FINANCE

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Dina M. Lawrence

John Lawler

Joanna M. Liotine Leafblad

May 23, 2025

Michael Weiler
H2I Group
157 Eisenhower Lane North
Lombard, IL 60148

NOTICE TO PROCEED – Franklin Loebe Center (FLC) Bleachers Replacement Project

Dear Mr. Weiler,

This notification is to inform you that the Village of Orland Park has received the electronic contract, certifications, and insurance documents in order for work to commence on the above stated project.

Please contact me at 708-403-6108 to arrange the commencement of the work.

The Village will be processing a Purchase Order Number for this contract/service and it will be emailed to your company. It is imperative that this number be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462 or emailed to accountspayable@orlandpark.org. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order Number.

Sincerely,

Mike Mazza
Operations Manager – Natural Resources and Facilities

