

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SICO America, Inc., 7525 Cahill Road, Minneapolis, MN 55439 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Event Seating and Staging Solutions with Related Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires October 6, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

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

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

- Identify the applicable Sourcewell contract number;

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

## **7. CUSTOMER SERVICE**

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

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

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

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

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.



b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

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

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## **18. INSURANCE**

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

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

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

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

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and



records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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

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

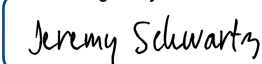
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.


## 22. CANCELLATION

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

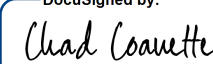
Sourcewell

SICO America, Inc.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 10/5/2023 | 7:25 AM CDT

DocuSigned by:  
  
By: D881692A28544F5...  
Heidi Niesen  
Title: V.P. of Sales & Marketing  
Date: 10/4/2023 | 1:30 PM PDT

Approved:

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

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

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## Vendor Details

Company Name: SICO America, Inc

Does your company conduct business under any other name? If yes, please state: MN

Address: 7525 Cahill Road  
Edina, Minnesota 55439

Contact: Heidi Niesen

Email: hniesen@sicoinc.com

Phone: 952-941-1700 5118

Fax: 952-941-6688

HST#: 41-1763365

## Submission Details

Created On: Wednesday June 28, 2023 09:51:12

Submitted On: Monday August 14, 2023 16:27:19

Submitted By: Brian Flanagan

Email: bflanagan@sicoinc.com

Transaction #: b47d52d7-79f0-4469-aca9-ee9a6d4496cc

Submitter's IP Address: 98.61.80.167

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## Specifications

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

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	SICO America, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not applicable	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	We do not have a GSA contract and no longer have a CAGE code or SAM.	*
5	Proposer Physical Address:	7525 Cahill Road, Minneapolis, MN 55439	*
6	Proposer website address (or addresses):	www.sicoinc.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Heidi Niesen, V.P. of Sales & Marketing, SICO America, Inc., 7525 Cahill Road, Minneapolis, MN 55439, hniesen@sicoinc.com, 952-829-5118	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Heidi Niesen, V.P. of Sales & Marketing, SICO America, Inc., 7525 Cahill Road, Minneapolis, MN 55439, hniesen@sicoinc.com, 952-829-5118	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brian Flanagan, National Sales Manager – Education Division, SICO America, Inc., 7525 Cahill Road, Minneapolis, MN 55439, bflanagan@sicoinc.com, 952-829-5150  Robin Baumann, Sales Support Specialist, SICO America, Inc., 7525 Cahill Road, Minneapolis, MN 55439, rbaumann@sicoinc.com, 952-829-5114	

**Table 2A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response	
10	Provide a detailed description of the products, and services that you are offering in your proposal.	<p>SICO is pleased to provide the largest and most complete offering of mobile &amp; modular stages, risers, and accessories in the industry – all of which can be installed permanently if desired. Attractive, functional, and accessible, our stages are modular by design to accommodate the various designs for performance, speaking, and special events.</p> <p>Choral Risers:</p> <p>Harmony Choral Risers (3 or 4 step units):</p> <p>With SICO Harmony Choral Stage Risers, just roll each self-contained 3- or 4-step unit into place, lower the steps with one fluid motion to the floor, lock it to the next unit, and it's showtime! When in use, each unit rests on 10-12 solid points of contact, so the risers remain solid and quiet. Each step is fully carpeted and positioned to keep heels from slipping off the back edge. These units arrive assembled and offer easy transport. Plus, the Harmony Choral Risers include an attached back-rail for added security which also folds down over the unit to keep steps secure in the transport/storage position. We also recommend our side-rail system for extra safety. Our innovative risers have a quick reverse-step system making it easy to change your riser configuration from the traditional semi-circular arrangement to straight or other interesting combinations—without tools!</p> <p>SICO Stage Systems:</p>	

**1800 Series Stage (single or dual heights):**

The SICO 1800 Series Portable Stage system offers the advantages of a mobile folding stage along with the simplicity of built-in height adjustability. The single-height 1800 model is available in 8" increments (starting at 8" to 32" high), while the dual-height 1800 model offers height combination options of 16"/24", 24"/32", & 32"/40". Our sturdy dual-height models are available in 4' x 8' and 6' x 8' deck sizes while our single-height models feature 3' x 8' decks. Each stage section rolls freely on its own four built-in wheels with no heavy sections to lift and carry (and no deck or frame trucks to slow you down). Each section of the 1800 Series is designed to be handled and set up by just one person. Our larger 6' x 8' stage units yield more square footage, requiring fewer units and fewer pieces to transport and store.

**TechLite Stage & Riser System:**

Whether your space is large or small, the versatile TechLite Portable Stage and Riser System allows users to mix and match designs to create a personalized stage and riser system. Our patented system can be assembled and disassembled without the use of any tools. Additional features include adjustable or fixed heights, Riga Heksa Plus decking (anti-slip raised hexagonal dot pattern) or carpet, water resistant materials and sealing, along with your choice of accessories.

**Venue Maker Pro Stage:**

This unique portable stage platform is in a class of its own – the newest in portable stage technology. It is safe, sturdy and has the patent pending features of a top leveling system allowing users to fine tune to a level plane from above the deck. Its intuitive design provides a unique guardrail attachment and step-through V-shaped frame for easy access under the stage. It also offers the smallest storage footprint of any stage in its class. Easy to either roll or forklift into and out of use.

**Tri-Height Stage:**

The super flexible SICO Tri-Height Mobile Stage conveniently adjusts in 6" or 8" increments and can be configured in a single level layout (performances, meeting-room stages, fashion runways, head table settings) or in a tiered layout (seating or risers for musical performances). Each section is designed to be handled by one person and is easy to fold. Changing heights is simple with our automatic Lock and Pin Mechanism system. Tri-Height stages also offer innovative reversible decks configurations: Long-wearing carpet surface (Side #1) with a scratch resistant Tuff-Deck smooth surface (Side #2) or scratch resistant Tuff-Deck (Sides #1 & #2)

**Insertable Leg Stage and Riser:**

Our Insertable Leg Stage & Riser system provides solutions for tiered rehearsal rooms or performance stage risers. It offers the flexibility of rectangular, square, or curved tiered riser configuration for bands and choirs, or as a single-height elevated platform. For ultimate customization, tiered riser configurations are assembled using varying insertable leg heights (in 6" or 8" increments) and 3' and 4' wide deck sections are available in straight or angled configurations.

**Variable Terrain Staging:**

SICO's Variable Terrain Folding Leg Stage offers valuable flexibility in one easy system. Whether configured as a performance stage or a tiered riser, it offers a wide range of height options and a quick locking feature which securely locks units together in proper alignment. Choose a standard folding leg variable terrain (VT) stage system for interior use, or a VT system built for outdoor use which features sealed decks, steel unitized frames, zinc-coated legs, and skid guard (a tough, UV stable deck surface).

**Insta-Theatre:**

The SICO Insta-Theatre™ folding stage concept is an innovative, full size performance theatre which folds conveniently into a pocket, or against a wall. Imagine transforming your cafeteria, gymnasium, or multi-purpose room into a professional theatre in minutes, without having to commit space or funds to a permanent stage! Enjoy the benefits of a full proscenium theatre, including lights, at less than half the cost of a permanent built-in theater. When a performance is finished, just fold it away into storage, to open up the space for other activities.

**SICO Stage Accessories:****Stage Steps (ground level to stage):**

Articulating or modular stage steps are available in multiple step configurations. Each step platform rolls and locks into place with ease. Step treads are available with carpet or black vinyl. Options include modular (1-2 steps), modular with rails & wheels (2-3 steps), and articulating risers with rails & wheels (4-9 steps).

**Stage Ramps:**

SICO Stage Ramps are modular, mobile folding units that set up quickly and meet the requirements of ADA. All ramps are carpeted and designed with a gradual incline of 1" per foot and exceed the minimum width of 3'. Stages over 30" will include a landing (turn-a-round platform). Each ramp package comes equipped with

		<p>side guardrails providing enter/exit handles, handrails, and an added rail at the bottom of each side to keep wheelchairs from slipping off the side of the ramp.</p> <p><b>Chair &amp; Table Stops:</b> Prevents tables or chairs from sliding off stage edges. SICO's steel bars attach quickly to the outside edges of SICO stages and rest one-half inch above the surface of the stage deck.</p> <p><b>Stage Caddies:</b> SICO Stage Caddies offer easy transport and storage for all our portable stages and accessories such as ramps, enclosure panels, and guardrails. Our non-marring, heavy-duty casters (two swivel and two non-swivel) provide easy maneuverability while protecting floors with a heavy-duty welded frame.</p> <p><b>Universal Stage Guardrails and Covers:</b> Stage Guardrails are available with all SICO stages. Guardrail covers are also available and can slip over the guardrails adding a professional look to your stage. Guardrail covers can also be professionally imprinted with logos.</p> <p><b>Stage Draperies:</b> Our easy to install continuous hook and loop fastener strips provide adjustability in length to match the height ranges of your stage. SICO supplied draperies are made of attractive flame-retardant fabric which retains its beauty over years of use.</p> <p><b>Stage Backdrop Drapes:</b> SICO backdrop drapes accent the stage aesthetic and focuses the audience's attention to the stage platform – not behind the stage. Stage backdrops are available in a variety of sizes, fabrics, and include with mobile frames which connect to the stage.</p>	
11	What levels of service (material only, turnkey, other) are being proposed?	SICO and our authorized dealers will provide solutions from material only to a complete, turnkey project for Sourcewell participating entities. Based on project preferences, we will customize each proposal to meet specific project visions and goals.	*
12	Does the response include installation services?	Many SICO products ship assembled – ready to use once the packaging is removed. For items requiring assembly, installation can be completed in minutes with simple instructions to follow. Many customers prefer to install SICO products themselves while others will utilize the installation services available through SICO and our authorized dealer partners. Installation services are quoted per project, as required.	*
13	If the answer to Line 12 above is Yes, describe in detail the following elements (Lines 14-16) of installation services.	N/A – our pricing does not include installation.	
14	How does the Participating Entity select an installer?	The participating Sourcewell entity will have the following options available to select from: self-installation, installation through the available services of SICO certified contractors, SICO installation crews, or an independent contractor of their choosing.	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	SICO's engineered solutions have created a full line of easily assembled stage and event products which do not require construction certifications or licenses. While SICO and our dealer network offer factory certified installation crews, this requirement does not extend to self-installation or other preferred independent contractors. Assembly instructions (available in multiple languages), videos, and Customer Care consultation are provided to all installation contractors.	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	No, SICO does not require an installation agreement.	*

**Table 2B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types of products or services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
17	Grandstands, bleachers, angle frame structure, tube and channel structure, I-beam structure, telescopic seating, arena seating, loge seating/suites/club, long span aluminum, bench seating, fixed, portable/tip and roll, fixed or mobile risers, platforms, modular and portable stages;	<input checked="" type="radio"/> Yes <input type="radio"/> No	SICO is pleased to provide the largest and most complete offering of mobile & modular stages, risers, and accessories in the industry – all of which can be installed permanently if desired. Attractive, functional, and accessible, our stages are modular by design to accommodate the various designs for performance, speaking, and special events.
18	Related event accessories including press boxes, concession stands, ticket booths, media platforms, acoustical shells, stair units, guardrails, skirting, crowd control barriers, bleacher end curtains, access ramps and supports, rigging systems, score keeping tables, seat and row tags, chairs, railings, tables, aisle and/or step lighting, all of which must be incidental or complementary to the offering of the solutions described in Line 17 above;	<input checked="" type="radio"/> Yes <input type="radio"/> No	SICO is pleased to provide the largest and most complete offering of stage and riser accessories in the industry – all of which can be installed permanently if desired. Our accessories provide various forms of access, guardrails, draping, and mobility to accommodate the staging needs of the Sourcewell participating entities.
19	Related services including pre-construction/design, installation, safety inspections, repair, renovation, refurbishment, assembly, and re-manufacture or retrofit services for the solutions described in Line 17 above; and,	<input checked="" type="radio"/> Yes <input type="radio"/> No	In addition to our full offering of staging products, SICO also provides, at no charge to Sourcewell participation entities, free design service (including onsite evaluations, scaled drawings, colored renders, specifications), product demonstrations, product and setup training, safety inspection/repair/maintenance assistance.
20	Proposers may also include rental equipment or accessory solutions complementary to the solutions described in Line 17 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	SICO and our authorized sales force are committed to the successful completion of any Sourcewell participating entity's project vision. This may involve providing non-SICO manufactured products, rental equipment, or other options to ensure a successful project solution.

**Table 3: Pricing Offered**

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

**Table 4: Pricing and Delivery**

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

Line Item	Question	Response *	
22	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	SICO automated quoting system utilizes our current Excel pricing matrix. Each SICO product will be shown in our quotations on a separate line item. Each line item will include the quantity, part #, product description, list price, Sourcewell discount from list price, final unit price and the line item total. The quoting system will account for Sourcewell volume discounts.	*
23	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Installation is priced per project and will be shown as a separate line item. Prevailing wages, labor rates, etc. are considered when pricing.	
24	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The following applies for all SICO staging and riser products included in this response: * For projects with a net price from \$0 - \$70,000: List price less 40% * For projects with a net price over \$70,001: List price less 45%	*
25	Describe any quantity or volume discounts or rebate programs that you offer.	The following applies for all SICO staging and riser products included in this response: * For projects with a net price from \$0 - \$70,000: List price less 40% * For projects with a net price over \$70,001: List price less 45%	*
26	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable. All products and services provided by SICO.	*
27	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following pricing elements are not included in our submitted pricing: installation/setup, applicable sales/use taxes.	*
28	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	SICO freight charges are managed on a per project basis. SICO Freight Terms are Ex Works (EXW)/F.O.B. Origin, freight prepaid and added to invoice (SICO designated carriers only). SICO products are shipped Ex Works (EXW)/ F.O.B. Origin from: Minneapolis, Minnesota; Conway, Arkansas; Belleville, Wisconsin. SICO has designated logistics carriers we partner with to reduce the incidence of damage. Sourcewell participating entities may also select to secure and arrange their own transportation, in which case the product will ship via 3rd party.	*
29	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	When shipping to Alaska, Hawaii, Canada, or any US Territory, SICO products are palletized or shipped in containers, with extra consideration to packaging/cartooning to ensure no damage occurs. All special documentation and certifications required to ship internationally (Canada) or Alaska, Hawaii, and offshore are handled by our international/ special services logistics coordinator. Any project specific delivery charges will be noted on the quotation and invoice.	*
30	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable	*



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

Line Item	Question	Response *	
31	Describe your payment terms and accepted payment methods.	Net 30 days. Acceptable payment methods include credit card and check.	*
32	Describe any leasing or financing options available for use by educational or governmental entities.	SICO offers a financing option to our customers. We partner with Hampton Ridge Financial Services.	*
33	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have uploaded the following standard transaction documents: <ul style="list-style-type: none"> <li>• New account intake forms</li> <li>• SICO Quote form (which includes general terms and conditions)</li> </ul>	*
34	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes. P-cards are accepted as a form of payment. There is no additional charge to Sourcwell participating entities.	*

**Table 6: Audit and Administrative Fee**

Line Item	Question	Response *	
35	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	SICO's compliance of contract monitoring and internal audit process is detailed and facilitated by our contract specialist team. A Sourcwell exclusive price list/book is utilized only for pricing Sourcwell contract quotes. An individual Contract ID number is created and tagged automatically on all quotes and orders entered in our system. The contract administrator reviews all orders to ensure the proper pricing has been used weekly. A monthly process evaluation is also facilitated and reported to the VP of Sales to ensure compliance. Contract sales and rebate information are tracked per order and reported/tracked each week, also reported during our month end process.	*
36	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded, we fully expect this contract will be successful for both Sourcwell and SICO and we will commit all efforts to ensure success. SICO relies on the information/insights of our various metrics to help us make real time and proactive decisions and adjustments. In addition to tracking monthly and YTD sales & shipments vs. our own Sourcwell sales goals, here are a few examples of additional internal metrics which will help SICO continue to improve our Sourcwell sales performance: <ul style="list-style-type: none"> <li>• Leads/opportunities created specifically from the marketing efforts of SICO/Sourcwell: this will help our efforts to understand more effective strategies and timing.</li> <li>• Opportunities/sales by SICO direct salesperson and our authorized dealers: tracks our sales force's effectiveness and comfort using cooperative purchasing contracts. This may lead to more coaching of how to lead with Sourcwell pricing.</li> <li>• SICO customers who are an existing Sourcwell participating entity: existing SICO organizations &amp;/or customers who are also existing Sourcwell members will be more likely to purchase using the Sourcwell contract.</li> <li>• We'll also create a Sourcwell Dealer of the Year award to recognize the team efforts of that year's most effective sales organization.</li> </ul>	*
37	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SICO is proposing a 2% administrative fee payable to Sourcwell for the facilitating, managing, and promoting the Sourcwell contract. The 2% fee would not include any applicable taxes, installation, and delivery charges.	*

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

Line Item	Question	Response *
38	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Family owned, 3rd generation business:            Since 1951, SICO has been a leading, worldwide manufacturer of long-lasting mobile folding products. We specialize in helping people make more effective and efficient use of space in buildings where people work, live, and learn. We pride ourselves on delivering quality products that stand the test of time while continuing our strong tradition of providing superior customer service.</p> <p>Products providing solutions:            From our portable stages, lunchroom tables, folding tables, classroom tables, banquet tables, and easy to use choral risers, we're committed to developing a host of innovative products which quickly transform spaces for specific purposes and exciting events. SICO products deliver ingenuity and quality that fulfills the functional needs of diverse facilities: schools, community centers, worship facilities, hospitality businesses, convention centers, and consumer environments.</p> <p>Global solutions &amp; Mission:            SICO has become a global leader in mobile folding product solutions. We've expanded from our headquarters in Minneapolis, Minnesota to include business units across the globe, including Asia, Australia, Europe, Japan, Malaysia, The Middle East, and Spain. Each location is committed to carrying out our mission of providing value-added innovative solutions which enable our customers to transform and better use their spaces throughout the world.</p> <p>Project specific solutions:            With over 13 direct sales team members and over 60 authorized dealerships located throughout Canada, North, Central and South America, SICO's vast sales consultant network has been trained to expertly uncover and discover solutions for our customers. With thousands of successful projects which have provided safe and enjoyable experiences for millions of users, we have the knowledge and the experience to deliver project specific solutions.</p> <p>Core Values:            SICO employees demonstrate appropriate cultural ethics while adhering to our Core Values when performing the activities of our business.</p> <ul style="list-style-type: none"> <li>• Integrity: honesty, with strong moral principles, are the foundation of SICO.</li> <li>• Commitment to Excellence: our passionate belief and intense pride in everything we do.</li> <li>• Teamwork: collaboratively working to achieve our common SICO goals.</li> <li>• Communication: stronger when we listen and smarter when we share.</li> </ul>
39	What are your company's expectations in the event of an award?	<p>In the event of award, SICO's expectations would be hit "hit the ground running." Our sales divisions would immediately set up meetings with Sourcwell staff to understand the established processes, learn about Sourcwell best practice ideas, and partner on marketing campaigns introducing SICO and our solutions to both current and potential participating entities. Simultaneously, we will introduce Sourcwell to our North American sales network (direct and dealer) and begin training programs – utilizing available Sourcwell resources. SICO expects our sales teams to be educated, promote the benefits, leverage the contract, and understand sales expectations. We desire to maintain regular communication with the Sourcwell team as we continuously refine our efforts towards a successful and sustaining partnership.</p>
40	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	SICO is a privately held company and has been in business since 1951. Please see our uploaded reference letters and Experian report.
41	What is your US market share for the solutions that you are proposing?	US Market share is 50%, in education, government, and hospitality sectors.
42	What is your Canadian market share for the solutions that you are proposing?	Canadian market share is 30%, in education, government and hospitality sectors.
43	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No – SICO America, Inc. has never petitioned for bankruptcy protection.

44	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>SICO is best described as both a manufacturer and a service provider of innovative products which optimize space usage, and our sales and service forces are the driving force of our organization. In North America, SICO operates in (3) sales divisions: education, leisure, and hospitality – each with national and regional sales management.</p> <p>Our education sales division services the preschool and the public &amp; non-public K-12 markets. SICO's authorized dealers and sales teams, who are all located within the territory they cover for SICO, have created partnership relationships with their education customers throughout their region. Each dealer and salesperson are continually educated in turnkey project solutions and keep informed of industry trends and insights. All are committed to communication and understanding/discovering before recommending solutions. In addition, SICO's regional sales managers are ready to assist when project requirements and scopes require more complex solutions.</p> <p>SICO's leisure and hospitality divisions service higher education, state &amp; local government, and non-profit markets. Both divisions utilize direct sales teams who specialize in large, complex municipal projects like arenas, stadiums and convention centers. The leisure division's authorized dealers, similar to the education division, have established partnership relationships throughout higher ed and government markets and service their customers within their given geographic region.</p> <p>If awarded, SICO sales channels will receive immediate training and support to provide Sourcewell's participating entities with direct access to the benefits of the Sourcewell contract.</p>	*
45	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable – no suspension or disbarment has applied/occurred to SICO America, Inc. since our origins in 1951.	*

**Table 8: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
46	Describe any relevant industry awards or recognition that your company has received in the past five years.	Not applicable	*
47	What percentage of your sales are to the governmental sector in the past three years?	SICO's government sector sales represent 20% of our overall sales over the past three years.	*
48	What percentage of your sales are to the education sector in the past three years?	SICO's education sector sales represent 55% of our overall sales over the past three years.	*
49	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	The New York State Contract annual sales volume for the past three years is \$3,120,500	*
50	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	SICO does not hold a GSA contract or SOSA arrangement.	*

**Table 9: Top Five Government or Education Customers**

**Line Item 51.** Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
1	Government	Minnesota - MN	US & Canadian Government purchases of performance staging systems, risers, & accessories.	Transaction size varies by project scope and includes all projects for staging and staging systems completed within a three year period.	\$2,400,000.00	*
2	Education	Minnesota - MN	US & Canadian K-12 Education purchases of performance staging systems, risers & accessories - including Insta Theatres.	Transaction size varies by project scope and includes all projects for staging and staging systems completed within a three year period.	\$1,700,000.00	*
3	Education	Minnesota - MN	US & Canadian Higher Education purchases of performance staging systems, risers, & accessories.	Transaction size varies by project scope and includes all projects for staging and staging systems completed within a three year period.	\$800,000.00	*
4	Education	Texas - TX	High School in Texas performance staging system.	\$155,000.00	\$155,000.00	*
5	Education	Wisconsin - WI	High School in Wisconsin performance staging system.	\$151,000.00	\$151,000.00	*

**Table 10: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Onalaska High School	Robert Coe	608-225-7374	*
State Farm Arena	Kyle Conway	404-878-3624	*
La Crosse Convention Center	Kris Salzwedel	608-789-7432	*

**Table 11: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
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53	Sales force.	<p>SICO's entire sales force extends throughout the world with offices and sales teams located in the United States, United Kingdom, Singapore, Japan, Dubai, Australia. In the US and Canada, SICO sales model offers both direct sales teams and our authorized dealer agencies, all of which are located strategically throughout North America. Each sales team member has been specifically trained and will continue to receive training and updates to best serve Sourcewell members.</p> <p>SICO's leadership and sales management directs all global sales efforts from our headquarters located in Edina, Minnesota. SICO offers (3) divisions of products for Sourcewell members: Education, Leisure, and Hospitality, with sales leadership directed by our national and regional sales managers. While the Education division primarily utilizes authorized dealers, the Leisure and Hospitality divisions rely primarily on direct sales teams to provide solutions for our customers.</p> <p>SICO employs a team of 13 direct sales professionals who focus on providing solutions for large, complex staging projects. Located throughout North America, this team works with their customers from initial ideas and visions through the final stages of installation. At every important step, our experts guide our customers towards successful solutions, always listening, asking questions, and providing ideas for consideration. SICO also maintains a dedicated support staff of 8 people – primarily based out of our corporate office in Edina, MN.</p>
54	Service force.	<p>SICO and our dealer network support our customers throughout the entire life of our products. Our various service force teams provide the following services to all Sourcewell participating entities.</p> <p><b>Design Services:</b> Our dedicated staff of (6) design team consultants work directly with the information and inspirations provided directly from our customers and our dealer network to visualize their ideas into expertly designed 2D &amp; 3D representations. This is a complimentary service to Sourcewell participating entities.</p> <p><b>Installation/Assembly Services:</b> Whether a project is managed by our direct sales team or our authorized dealer network, installation and assembly services will be performed by either a SICO direct installation crew or a local and trained and certified contractor. This service will be competitively quoted as a separate line item. Many of our products arrive assembled and ready to use. Installation may be as simple as removing the shipping packaging and rolling the products into place.</p> <p><b>Customer Care Services:</b> Starting with delivery and running through a product's lifetime, our dedicated Customer Care team of (5) full time and experienced employees (based out of our corporate headquarters in Edina, MN) provide steadfast assistance to keep SICO products safely functioning. Even products with over 30 years of service can be updated or repaired through the efforts of our CC team.</p> <p><b>Maintenance/Inspections:</b> Our authorized dealer network, along with SICO above mentioned teams, will provide maintenance training at no charge. We can also assist with inspections, many at no charge, if arranged in advance.</p> <p>Sourcewell participating entities can confidently rely on SICO and our entire service force to keep their investment safely operating year after year. Assistance is only a phone call or email away.</p>

55	Dealer network or other distribution methods.	<p>Sourcwell's participating entities in the education market will primarily be served by our authorized dealer network consisting of established and respected independent businesses located throughout North America – in the heart of the territory they cover. Our dealers have been in operation for many years with many being multi-generational. They continue to be educated in the latest trends to provide meaningful solutions. It's critical for SICO that our products be represented and serviced by knowledgeable and caring partners – our authorized dealers! We intentionally choose not to utilize the services of internet resellers or casual sales agencies.</p> <p>SICO is proud of our expansive dealer network and the partnerships they create with their customers. We have over 60 dealers servicing North America with a sales force of over 150 people. Our dealers also provide sales support and customer care staffs of over 200 people, and in-house installation staffs of over 154 people (not including 3rd-party subcontractors). All areas of the US, Canada, and US territories are serviced by our dealers. And like SICO, our dealers understand that nearly all SICO products are key components in a participating entity's revenue generating efforts. As a team, we fully realize the impact if our products are out of service, and we are dedicated to correcting any issue expediently.</p> <p>SICO also employs a dedicated sales support staff of 22 people at our Edina, MN office including sales administration, designers, and engineers committed to providing a sustaining resource to sales teams.</p>
56	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	<p>Recognizing today's age of instant information, SICO's processes and operating systems have evolved to anticipate and stay ahead of customer communication, accuracy, and information requirements. Starting with any opportunity, our dealers and regional sales managers understand the importance of prompt responses and connect with a participating entity to discover how we can help. Shortly after, we'll provide our design, any drawings, and our Sourcwell based pricing. We also track/follow-up on each Sourcwell opportunity utilizing Salesforce (SICO's preferred CRM).</p> <p>Upon order placement, SICO's sales administration teams immediately begin entering an order into our operating system and clarify any missing information (example: caster colors). Custom orders and orders with logos/graphics follow this same path, with our graphics and engineering teams contributing to the effort. Upon successful order entry and clarification (which includes audits of each order), an order acknowledgement, including our targeted ship date, is produced and emailed to the ordering organization. Our goal is within 24-48 hours of order entry.</p> <p>SICO's operating system provides real-time data from order entry to actual shipment. Our sales teams and installers can access this information 24/7 and provide their customers with updates on shipping and installation date status. If requested, our logistics &amp;/or customer care teams will connect with the person listed as the delivery contact notifying them of their upcoming shipments a few days prior to loading their order. Our delivery partners will also provide a 24-48 hour notice of delivery timeframes and any other details.</p> <p>Many SICO customers prefer a turnkey supply and installation package. Team members of SICO's direct sales teams or our authorized dealer network are typically onsite during the installation (whether utilizing an in-house crew or a subcontractor) and will complete a walkthrough with the customer upon successful completion of the installation of our products.</p>
57	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	<p>For all non-direct sales team opportunities, SICO firmly relies on our dealer network, who are not employees of SICO. Our dealers are authorized. They maintain an established and respected business – many of which are tenured, family-owned businesses like SICO. They have been trained, and receive continual training, directly by SICO. They maintain a strong financial position with SICO and exhibit the same core values which guide SICO today. We do not utilize the services of internet resellers or "bid-chasers" – we prefer our customers to interact with our knowledgeable and local sales teams to make informed and confident decisions. For customers desiring installation services, our dealer network provides turnkey services utilizing in-house or approved and certified contractors who have experience assembling our products.</p>



58	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>One of SICO's core values is our Commitment to Excellence which drives our unwavering pursuit of quality and craftsmanship. Our attention to detail and engineering, the high quality of materials used in our products, and our offering of the industry's best warranty have afforded our customers peace of mind for many, many years. It is not uncommon to speak with customers whose SICO products are still performing superbly after nearly 30 years. Here's how we know this:</p> <p>SICO has always affixed a serial number to every product shipped. If a customer/dealer has a question or is in need of a replacement part or a repair, our Customer Care team requests the serial number and photo of the product in question. With this information, we are able to identify the year the product was built, provide detailed information of any needed parts, and provide parts/service for the product. Repair/replacement parts receive priority manufacturing status and are produced and shipped as quickly as possible.</p>	*
59	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	While SICO maintains a strong presence in the global market, the majority of SICO's overall sales and project locations are in North America. With (3) manufacturing facilities located in the US and an extensive direct and authorized dealer sales force, SICO and our entire network are excited about the opportunity to promote and utilize a Sourcewell contract. The combination of the SICO family's experience with other cooperative purchasing contracts, our extensive list of SICO customers, and Sourcewell's premier position in the education and government markets will provide a mutually beneficial experience for participating entities, Sourcewell, and SICO. We are prepared, willing, and ready to begin.	*
60	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	The entire SICO team shares the same passion and enthusiasm for the opportunity to service Sourcewell participating entities in Canada. We have been quite successful in Canadian markets with numerous projects located throughout the country – many located in Ontario.	*
61	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes – SICO's customer base / market types include nonprofit agencies, and we will absolutely pursue with vigor any opportunity to utilize the Sourcewell contract with our non-profit opportunities.	
62	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SICO and our extensive dealer network and direct sales teams will be committed to fully servicing all geographic regions of the US and Canada through a Sourcewell awarded contract.	*
63	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	SICO and our extensive dealer network and direct sales teams will be committed to fully servicing all participating entity sectors of the US and Canada through a Sourcewell awarded contract.	*
64	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As with our current practice for projects located in Hawaii, Alaska, and any US Territory, SICO will continue to provide project specific options for delivery/containers to any Sourcewell participating entity located in these areas. This could include special handling options based on customer preferences. SICO will not require any additional contract requirements other than what is specified within the Sourcewell agreement.	*

**Table 12: Marketing Plan**

Line Item	Question	Response *
65	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>SICO's marketing strategy will initially consist of equal parts introduction to/education of our authorized dealers and direct sales force to the Sourcewell's contract followed with consistent marketing campaigns highlighting the benefits of the contract to our customers/target markets. Our entire sales force is the primary conduit to sustainable and successful growth of the Sourcewell contract. Their understanding and comfort with this contract shortly after introduction will positively impact our performance. In addition to training seminars, PowerPoint presentations, and flyers highlighting the benefits and key details of our Sourcewell contract, we will also accompany our sales force (in-person, virtually, or conference call) to provide whatever assistance is needed on Sourcewell specific opportunities. We believe a high percentage of existing SICO customers are familiar with and/or members of Sourcewell. The balance will require additional information. Regardless of the level of familiarity, SICO and our sales force will be diligent in our introduction and follow-up training centered on the Sourcewell contract. SICO will also include an invitation for a member of the Sourcewell staff to attend and present a session at our yearly global sales meetings in December.</p> <p>Shortly after contract execution and dealer/sales force introduction, SICO will implement Sourcewell approved marketing campaigns designed around the introduction, awareness, and benefits of the Sourcewell contract. Examples of target specific marketing strategies &amp; initiatives:</p> <ul style="list-style-type: none"> <li>• Market &amp; product specific Hot List pricing</li> <li>• Include Sourcewell logo/trademarks in upcoming marketing campaigns.</li> <li>• Sourcewell prominently displayed in SICO (and dealer) trade show spaces.</li> <li>• Sourcewell specific conference calls with dealers &amp; customers</li> <li>• Lunch &amp; Learn presentations including an explanation of Sourcewell's contract</li> <li>• SICO new website with a page dedicated to Sourcewell</li> <li>• Tradeshow/conferences</li> <li>• Case studies/success stories of Sourcewell partnered projects</li> </ul> <p>We've also uploaded examples of marketing materials.</p>
66	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	SICO's digital marketing strategy is established yearly and is a fluid strategy using online channels to establish and achieve specific marketing objectives. Our use of technology and digital channels includes search engine optimization, organic search, social media, paid ads, email campaigns, and other web-based mediums. Ultimately, the goal is to boost Sourcewell's and SICO's visibility and attract new customers.
67	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>If awarded, SICO would desire Sourcewell to provide or support the following efforts:</p> <ul style="list-style-type: none"> <li>• Introductory announcement, press releases, and website callouts highlighting SICO as a new member of Sourcewell's solution-based providers, specifically in the staging and riser markets.</li> <li>• Utilize Sourcewell's existing marketing channels to introduce and promote SICO America to the Sourcewell membership.</li> <li>• Assist with the training and introduction of Sourcewell to our direct and authorized dealer network.</li> <li>• Attend our yearly sales meeting to reinforce and educate our sales force.</li> <li>• Potentially present a short session to our new dealers/sales force at our twice per year training sessions.</li> <li>• Partner with SICO on any best practice sharing ideas.</li> <li>• Partner with SICO on a co-branded SICO / Sourcewell flyer explaining the benefits of the contract and the purchasing value to members (beyond the SICO contract).</li> </ul> <p>The SICO direct sales teams and authorized dealers will begin incorporating discussions about utilizing the Sourcewell contract immediately after training. If a customer is not already a participating entity, the sales teams will educate the customer on the benefits of the contract and provide clarity on any concerns – including discussions with a purchasing agent. The customer needs to trust and be comfortable with the process and understand they are receiving competitively bid pricing.</p>
68	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are currently redeveloping our SICO website. Initial phases do not include an e-procurement function, but future releases could include an option to purchase via <a href="http://www.sicoinc.com">www.sicoinc.com</a> . As detailed previously, SICO does not offer our products through "internet reseller" websites.

**Table 13: Value-Added Attributes**

Line Item	Question	Response *
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69	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	According to OSHA, training is the backbone of a culture that values safety and health. In addition to our library of product training/operation/maintenance videos for each of our products, our direct sales team and authorized SICO dealers and/or regional sales manager will also provide new (and existing) customers training on the proper operation and maintenance of SICO stages and risers at no cost to participating entities. We encourage multiple employees to attend, jot down notes, and receive answers to their questions. As an added benefit, operating instructions are also affixed to our products. Technical information sheets (including an 800 number to call with questions or Customer Care inquiries) along with our Warranty sheets are also provided. Again, all of this is provided at no additional cost to the Sourcewell participating entities.	*
70	Describe any technological advances that your proposed products or services offer.	SICO's VMP staging system offers a patent-pending top-leveling system allowing the operators to fine tune to a level plane for easy and safe adjustment. The guardrails have a simple attachment process which creates a safe and sturdy platform setting. The framework design provides a step-through V-shaped frame for easy access under the stage. The VMP also provides the smallest storage footprint of any stage in its class. Easily to roll or forklift into and out of use. All connections utilize the same pin connectors which require no additional instructions to operate.	*
71	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Planet-Friendly Mission:</p> <p>SICO's mission has always included the pursuit of environmentally friendly, sustainable solutions. Because our product components are of significantly higher quality, the useful life cycles of our products are significantly longer than those of our competitors. That can mean less material usage, salvage, waste, landfill consumption, disposal costs, freight costs, downtime, and repair costs. As a company, SICO is working hard to bridge the gap between supplying sustainable, earth-friendly product solutions and constructing products that are built to stand the test of time. We are committed to providing customers around the globe with quality products that have a proven track record as a sound investment. In addition, we are always researching new sustainable materials for use in our products.</p> <p>GREENGUARD® Certification:</p> <p>As part of our commitment to support this effort, we have a growing number of products that have now been certified with the GREENGUARD® mark of distinction. All of these products have gone through a stringent independent testing program that has affirmed that they meet the high standards set by the GREENGUARD® Environmental Institute for product emissions into the indoor air stream.</p> <p>Environmentally Friendly Materials:</p> <ul style="list-style-type: none"> <li>• Medium Density Fiberboard (MDF) top core material is manufactured from materials under SFI (Sustainable Forestry Initiative) or Canadian Standards Association Standards. The MDF/poly top blanks supplied to SICO feature a substantial amount of recycled/recovered material in their construction. Over 99% of the materials used to produce the top blanks are recycled/recovered. The Composite Panel Association certifies its North American particle board and MDF panels as Environmentally Preferable Products (EPP). They are certified to have met the following criteria: Contains 100% Recycled/Recovered Wood Content. They also conform to ANSI A208.1 (PB) or A208.2 (MDF) Formaldehyde Emission Requirements.</li> <li>• Corrugated packaging and inner packaging is constructed of recycled paper products. The percentage of recycled fiber content used in the paper-making process contains 70% total recycled fiber content and the remaining 30% being post-consumer (or comparable) fiber. Post consumer is defined as fiber derived from recovered paper, which has been printed and/or contains inks or colored dyes. For every tree that is cut, 10 are planted!</li> <li>• Recyclable and re-usable containers and pallets of our inter-company material shipments have been converted from single-use paper/wood packaging to permanent, reusable, collapsible containers which in turn reduces scrap, waste, transportation, fuel consumption, etc.</li> <li>• Wood waste sawdust generated in manufacturing is recycled and used for animal bedding.</li> <li>• All adhesives utilized in manufacturing are formaldehyde free.</li> <li>• Powder coating is an environmentally friendly method of applying a finish that virtually eliminates overspray and provides a non-toxic surface that emits no formaldehyde or VOCs.</li> <li>• GREENGUARD® GOLD certified products contribute to good indoor air quality.</li> </ul> <p>Environmentally Friendly Manufacturing Processes:</p> <ul style="list-style-type: none"> <li>• Metal scrap generated in manufacturing operations is recycled.</li> <li>• Material handling equipment has been converted from liquid propane gas internal combustion engines to zero emission electric units.</li> <li>• Plant machinery requiring liquid coolant utilizes water-based materials with closed loop systems.</li> <li>• Solvents are re-filtered and re-used.</li> <li>• SICO has converted plant lighting to high efficiency, energy conserving lamps.</li> <li>• Virtually 100% of SICO® painted components are finished with powder coatings utilizing closed system recycling systems, with recaptured powders reused rather than becoming waste. Pre-cleaning liquids are recycled to the maximum extent possible and treated prior to disposal.</li> <li>• All plating is completed in a state of the art system. Rinse waters are reused extensively, with water discharge reduced by 90%.</li> </ul>	*

		<ul style="list-style-type: none"> <li>• Zinc and clear plated parts are 100% finished using a trivalent conversion coating, giving superior corrosion protection.</li> <li>• SICO's chrome plated finish is RoHs compliant. SICO's® chrome plater has given several presentations at international conventions and has received several waste reduction awards.</li> <li>• All metals are recycled and reclaimed from plating filter and returned to economic use in manufacturing. Iron, Nickel, and chromium are removed to make stainless steel. Copper is refined to make copper and brass products. Zinc is removed to make zinc die-castings.</li> <li>• Recaptured powder from powder paint is recaptured at 95% resulting in very little waste.</li> <li>• Incoming packaging from production materials is recycled or re-used to the greatest extent possible.</li> </ul> <p>SICO is undergoing a significant conversion from printed materials and record retention to an electronic retention system. This allows access to information and files without printed material, file cartons, transportation, and with minimization of paper and metal file storage requirements. Our internal office support staff is committed to recycling waste papers, aluminum, plastic, and steel. Significant percentages of previously printed literature have also been eliminated and replaced with a comprehensive website that allows customers access to all product instructions, literature, parts lists, etc. without the need for printed, packaged material.</p> <p>SICO will continue to invest in research and development of durable new materials which are made of renewable and recyclable resources. Our manufacturing processes also reflect attention to minimizing waste, and recycling by-products of production.</p>	
72	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	From school cafeteria tables to staging and from dance floors to food service, all SICO products promote human well-being, relationship building, and showcase achievement. Everything we manufacture provides opportunities to improve interaction and inclusiveness for people of all abilities. In addition to contributing to the quality of our lives, SICO products have also been certified to meet the standards of indoor air quality. As part of our commitment to support this effort, we have a growing number of products that have been certified with the GREENGUARD® mark of distinction. All of these products have gone through a stringent independent testing program that has affirmed they meet the high standards set by the GREENGUARD® Environmental Institute for product emissions into the indoor air stream.	
73	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	GREENGUARD® Certification: As part of our commitment to support this effort, we have a growing number of products that have now been certified with the GREENGUARD® mark of distinction. All of these products have gone through a stringent independent testing program that has affirmed that they meet the high standards set by the GREENGUARD® Environmental Institute for product emissions into the indoor air stream.	*
74	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	SICO is not certified as a minority owned, woman owned or veteran owned business enterprise.	*
75	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>SICO is proud to offer the most complete line of stage &amp; riser products available. Rooted in every product is SICO's Commitment to Excellence which drives our unwavering pursuit of quality and craftsmanship – the finest products in the industry.</p> <p>In addition to our full product offering, Sourcewell's participating entities will also benefit from the following:</p> <ul style="list-style-type: none"> <li>• Competitive pricing</li> <li>• Free design service (including site evaluations, specifications, 2D &amp; 3D designs)</li> <li>• After install product training (no cost)</li> <li>• Project inspections and training</li> <li>• Pre-assembled products available on many models</li> <li>• Industry's best warranty</li> <li>• Installation services</li> <li>• Repair assistance</li> <li>• Lifetime Customer Care assistance (and serial number tracking)</li> <li>• Extensive and knowledgeable sales force throughout North America</li> </ul>	*

**Table 14: Warranty**

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

Line Item	Question	Response *	
76	Do your warranties cover all products, parts, and labor?	<p>The SICO warranty is our statement of confidence and assurance to our customers – a promise we make to stand behind the quality and craftsmanship of our products. SICO is proud to offer a lifetime warranty on all welds and our stage and riser products will be free from defects in material and workmanship for the following options:</p> <ul style="list-style-type: none"> <li>• Harmony Choral Risers: 15 year warranty</li> <li>• All SICO Stage Systems: 3 year warranty (includes 1800 Series, TechLite, Tri-Height, Venue Maker Pro, X-Press, Insertable Leg, and Variable Terrain Staging)</li> <li>• All SICO Stage Accessories: 3 year warranty (Stage Steps, Universal Guardrails and Covers, Stage Draperies, Ramps, Chair &amp; Table Stops, and Backdrop Drapes)</li> <li>• All warranties valid from the date of delivery to the original purchaser.</li> </ul> <p>Please refer to our uploaded files for complete warranty terms and conditions.</p>	*
77	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>The SICO warranty does not apply to product failure or loss resulting from the following:</p> <ul style="list-style-type: none"> <li>• Normal wear and tear.</li> <li>• Failure to apply, install or maintain products according to published SICO instructions and guidelines.</li> <li>• Abuse, misuse, or accident.</li> <li>• Alteration or modification of the product.</li> <li>• The substitution of any unauthorized non-SICO components for use in the place of SICO components on any of the products.</li> <li>• Damage due to shipment.</li> <li>• Colorfastness or matching colors of materials that naturally exhibit inherent color variations.</li> <li>• Damage caused by cleaning chemicals.</li> <li>• Dye transfers caused by external contaminants.</li> </ul>	*
78	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Depending on the complexity of the warranty repair. If repair is simple in nature (example: replacing a bolt or a drape section on a stage ramp), we may contract directly with our dealer network technicians or possibly directly with the customer. More complicated warranty repairs/expenses will likely involve and be covered by our Customer Care technicians.	*
79	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	SICO's Customer Care technicians cover all geographic regions in the United States and Canada.	*
80	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	SICO will cover warranty service for all items supplied, manufactured, and/or included in our proposals. We carefully select and have long-standing relationships with our manufacturing partners, whose product quality, consistency, and warranty are critical to maintaining SICO's industry leading standards of product excellence.	*
81	What are your proposed exchange and return programs and policies?	SICO and our dealer network work diligently prior to order entry & shipment to confirm accuracy and other important project details. On rare occasions, some projects require a change in the products needed. SICO and our dealers always work with our customers to arrive at an acceptable solution, which may include our Return Policy. A SICO representative must provide written consent, accompanied by customer approval, prior to any standard product being accepted for return. All returned products must be less than 60 days from shipment date, never have been used, and returned in their original packaging material. A 25% handling charge may be required on all returns and the customer is accountable for the cost of return freight back to the specified SICO America Inc. location. Damaged or non-standard (custom) products are not accepted for return under any conditions.	*
82	Describe any service contract options for the items included in your proposal.	SICO products do not require service contracts. SICO does provide an evaluation service for existing products in the field. The service evaluation is quoted per request/project.	*

## Exceptions to Terms, Conditions, or Specifications Form

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - SICO 2023 Price List.pdf - Monday August 14, 2023 15:21:34
  - [Financial Strength and Stability](#) - SICO Financial Strength and Stability.zip - Monday August 14, 2023 15:30:24
  - [Marketing Plan/Samples](#) - SICO Marketing Examples.zip - Monday August 14, 2023 15:30:14
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - SICO - Stages Risers & Accessories Warranty.pdf - Monday August 14, 2023 15:23:41
  - [Standard Transaction Document Samples](#) - SICO Transactional Document Samples.zip - Monday August 14, 2023 15:29:40
  - [Requested Exceptions](#) - SICO Requested Exceptions.pdf - Monday August 14, 2023 15:53:09
  - Upload Additional Document (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes    ☐ No

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

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

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