



**Arlington Community Schools Regular Board Meeting
October 25, 2022 5:30 PM
12060 Arlington Trail, Arlington, TN 38002**

1. Call to Order and Roll Call
2. Pledge to the Flag
3. Moment of Silence
4. Citizens Comments (limited to 2 minutes per speaker)
5. Approval of Agenda
6. Reports
 - 6.A. Chairman's Report
 - 6.B. Superintendent's Report
 - 6.C. Financial Report
 - 6.C.1. Monthly Financial Report
 - 6.C.2. Inter Local Health Trust Report
 - 6.D. TLR Report
7. Consent Agenda
 - 7.A. Approval of Minutes from September 27, 2022
 - 7.B. Policy 1.704 Charter Schools
 - 7.C. Policy 2.500 Deposit of Funds
 - 7.D. Policy 6.405 Student Healthcare Management
8. Miscellaneous Budget Items
 - 8.A. Resolution 2022-23 of the Arlington Community Schools Board of Education Amending the 2022-2023 Schools Budget
9. Business/Recommended Action Items
 - 9.A. Resolution 2022-24 of the Arlington Community Schools Board of Education to Approve Revised 2022-2023 School Field Trips
 - 9.B. Resolution 2022-25 of the Arlington Community Schools Board of Education to Approve Updates to the 2022-2023 School Fees Schedule
 - 9.C. Resolution 2022-26 of the Arlington Community Schools Board of Education to Adopt the Sourcewell Master Agreement and to Authorize Participation in the Sourcewell Purchasing Cooperative
 - 9.D. Recommendation to approve Purchase of AHS Baseball Stadium Bleachers in the amount of \$249,188.68 from Bleachers and Stadium, a subsidiary of Hussey Seating Company, pursuant to Sourcewell National Purchasing Cooperative Contract
 - 9.E. Approval of 2022 Local Education Agency (LEA) Compliance Report
 - 9.F. Approval of Math Textbook Adoption Committee

- 9.G. Presentation by Fleming Architects and Chris Woods Construction and consideration of whether to proceed with Arlington High School Fine Arts Addition and Renovations
- 9.H. Recommendation to award general contracting services for H2I Group Track for Removal and Resurface of Arlington High School track in the amount of \$260,079.00 and grant the Superintendent the authority to negotiate the terms of the related contract
- 9.I. Policy 1.200 Method of Election of Officers
- 10. Adjournment



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ARLINGTON COMMUNITY SCHOOLS
BOARD OF EDUCATION
2022-2023 BUDGET REPORT

August 31, 2022
Arlington, Tennessee

ARLINGTON COMMUNITY SCHOOLS

GENERAL FUND REVENUE

10/17/2022

Report Code: BAT_GL_TEMPLATE

BATCH QUEUE ID 426887

9:09:53 AM

FOR AUGUST, 2022 THRU AUGUST, 2022

LEDGER TYPE : 4 - REVENUES

FUNCTION	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED	PERCENT
40110	Current Property Tax	14,500,000.00	14,500,000.00	656,869.90	754,358.96	0.00	0.00	13,745,641.04	5
40120	Trustee's Collection - Prior Years	130,000.00	130,000.00	28,160.15	64,522.78	0.00	0.00	65,477.22	50
40130	Clerk & Master/Circuit Court - Prior Years	105,000.00	105,000.00	14,589.49	25,708.84	0.00	0.00	79,291.16	24
40140	Interest & Penalty	15,000.00	15,000.00	1,885.83	3,749.01	0.00	0.00	11,250.99	25
40162	Payments in Lieu of Taxes - Local Utilities	100,000.00	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0
40163	Payments in Lieu of Taxes - Other	140,000.00	140,000.00	0.00	0.00	0.00	0.00	140,000.00	0
40210	Local Option Sales Taxes	7,100,000.00	7,100,000.00	739,271.67	739,271.67	0.00	0.00	6,360,728.33	10
40240	Wheel Tax	1,200,000.00	1,200,000.00	0.00	0.00	0.00	0.00	1,200,000.00	0
40270	Business Tax	1,500.00	1,500.00	111.22	260.20	0.00	0.00	1,239.80	17
40275	Mixed Drink Tax	25,000.00	25,000.00	14,879.62	14,879.62	0.00	0.00	10,120.38	60
40610	Current Property Tax	200,000.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0
43513	Tuition - Summer School	10,000.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0
43517	Tuition - Other	400,000.00	400,000.00	7,525.78	295,907.78	0.00	0.00	104,092.22	74
43990	Other Charges for Services	100.00	100.00	25.00	25.00	0.00	0.00	75.00	25
44120	Lease/Rentals	30,000.00	30,000.00	2,268.00	5,618.00	0.00	0.00	24,382.00	19
44170	Miscellaneous Refunds	2,000.00	2,000.00	0.00	1,853.97	0.00	0.00	146.03	93
44990	Other Local Revenue	90,000.00	90,000.00	7,800.00	15,786.57	0.00	0.00	74,213.43	18
46511	Basic Education Program	25,206,000.00	25,206,000.00	2,472,600.00	2,472,600.00	0.00	0.00	22,733,400.00	10
46590	Other State Education Funds	30,000.00	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0
46610	Career Ladder Program	65,000.00	65,000.00	0.00	0.00	0.00	0.00	65,000.00	0
47590	Other Federal Thru State	50,000.00	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0
49700	Insurance Recovery	125,000.00	125,000.00	626.00	731.50	0.00	0.00	124,268.50	1
49800	Transfers In	7,086,328.00	7,086,328.00	1,486.73	1,539.36	0.00	0.00	7,084,788.64	0
TOTALS:	Ledger Type: 4 - REVENUES	56,610,928.00	56,610,928.00	3,948,099.39	4,396,813.26	0.00	0.00	52,214,114.74	8

ARLINGTON COMMUNITY SCHOOLS

GENERAL FUND EXPENSES

10/17/2022

Report Code: BAT_GL_TEMPLATE

BATCH QUEUE ID 426888
 FOR AUGUST, 2022 THRU AUGUST, 2022
 LEDGER TYPE : 5 - EXPENSES

9:13:06 AM

DEPARTMENT	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED BALANCE	PERCENT ENCMBRD
000	DEPARTMENT CODE N/A	353,333.00	353,333.00	0.00	0.00	0.00	0.00	353,333.00	0
110	BOARD OF EDUCATION	1,449,387.00	1,449,387.00	37,402.81	232,928.03	152.00	0.00	1,216,306.97	16
210	DIRECTOR OF SCHOOLS	943,949.00	943,949.00	82,606.70	144,859.53	16,477.99	0.00	782,611.48	17
215	OFFICE OF PRINCIPAL	2,956,962.00	2,956,962.00	223,503.78	283,867.51	0.00	0.00	2,673,094.49	10
310	REGULAR EDUCATION INSTRUCTION	24,885,806.00	24,885,806.00	2,050,628.32	2,107,799.99	45,703.40	2,400.00	22,729,902.61	9
315	ALTERNATIVE EDUCATION	399,599.00	399,599.00	24,658.24	24,658.24	0.00	0.00	374,940.76	6
320	SPECIAL EDUCATION	3,342,553.00	3,342,553.00	220,018.08	221,943.08	1,795.98	0.00	3,118,813.94	7
325	CAREER & TECHNICAL INSTRUCTION	1,450,270.00	1,450,270.00	150,388.05	150,388.05	5,305.85	0.00	1,294,576.10	11
330	OTHER STUDENT SUPPORT	1,107,697.00	1,107,697.00	79,743.78	92,496.89	0.00	0.00	1,015,200.11	8
335	REGULAR EDUCATION INSTRUCTION SUPPORT	2,783,393.00	2,783,393.00	142,806.12	263,893.62	156,692.50	1,019.00	2,361,787.88	15
340	SPECIAL EDUCATION SUPPORT	1,401,081.00	1,401,081.00	78,314.96	90,206.56	9,820.96	0.00	1,301,053.48	7
345	CAREER & TECHNICAL SUPPORT	146,489.00	146,489.00	11,235.85	22,415.69	0.00	0.00	124,073.31	15
350	ACCOUNTABILITY	459,353.00	459,353.00	32,383.23	71,326.97	218.74	0.00	387,807.29	16
410	FISCAL SERVICES	625,092.00	625,092.00	59,693.18	159,198.94	0.00	0.00	465,893.06	25
515	HUMAN RESOURCES	533,717.00	533,717.00	37,635.69	72,332.46	9,086.62	0.00	452,297.92	15
610	STUDENT SERVICES	925,173.00	925,173.00	135,373.70	179,033.62	442.98	0.00	745,696.40	19
615	HEALTH SERVICES	390,094.00	390,094.00	29,227.08	33,794.22	0.00	0.00	356,299.78	9
710	OPERATION OF PLANT	2,547,450.00	2,547,450.00	297,263.74	510,206.68	720,279.33	0.00	1,316,963.99	48
715	MAINTENANCE OF PLANT	1,066,076.00	1,066,076.00	75,733.79	139,567.84	79,872.57	1,547.44	845,088.15	21
720	SAFETY	200,728.00	200,728.00	9,904.63	9,904.63	29,672.19	0.00	161,151.18	20
725	TECHNOLOGY	921,447.00	921,447.00	83,933.10	243,136.43	33,470.01	0.00	644,840.56	30
730	PLANNING	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0
735	TRANSPORTATION	1,972,779.00	1,972,779.00	25,010.28	31,630.28	132,422.50	0.00	1,808,726.22	8
810	REGULAR CAPITAL OUTLAY	5,728,500.00	5,728,500.00	74,259.13	116,409.13	65,629.81	0.00	5,546,461.06	3
TOTALS:	Ledger Type: 5 - EXPENSES	56,610,928.00	56,610,928.00	3,961,724.24	5,201,998.39	1,307,043.43	4,966.44	50,096,919.74	12



ARLINGTON COMMUNITY SCHOOLS
SCHOOL NUTRITION
2022-2023 BUDGET REPORT

August 31, 2022
Arlington, Tennessee

ARLINGTON COMMUNITY SCHOOLS

NUTRITION FUND REVENUE

10/07/2022

Report Code: BAT_GL_TEMPLATE

BATCH QUEUE ID 426752

9:55:14 AM

FOR AUGUST, 2022 THRU AUGUST, 2022

LEDGER TYPE : 4 - REVENUES

FUNCTION	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED	PERCENT
43521	Lunch Pymt-Child	1,000.00	1,000.00	59,883.70	59,883.70	0.00	0.00	-58,883.70	5,988
43522	Lunch Pymt-Adult	13,000.00	13,000.00	2,234.00	2,234.00	0.00	0.00	10,766.00	17
43523	Breakfast Income	1,000.00	1,000.00	4,873.80	4,873.80	0.00	0.00	-3,873.80	487
43525	A la Carte Sales	200,000.00	200,000.00	28,334.55	28,334.55	0.00	0.00	171,665.45	14
44170	Miscellaneous Refunds	0.00	0.00	0.00	492.06	0.00	0.00	-492.06	0
46520	School Food Service	9,000.00	9,000.00	0.00	0.00	0.00	0.00	9,000.00	0
47111	USDA School Lunch Program	1,800,000.00	1,800,000.00	40,528.17	40,528.17	0.00	0.00	1,759,471.83	2
47112	USDA Commodities	85,000.00	85,000.00	0.00	0.00	0.00	0.00	85,000.00	0
47113	USDA Breakfast	350,000.00	350,000.00	4,456.60	4,456.60	0.00	0.00	345,543.40	1
47114	USDA - Other	2,500.00	105,304.11	102,804.11	102,804.11	0.00	0.00	2,500.00	98
TOTALS:	Ledger Type: 4 - REVENUES	2,461,500.00	2,564,304.11	243,114.93	243,606.99	0.00	0.00	2,320,697.12	9

ARLINGTON COMMUNITY SCHOOLS

NUTRITION FUND EXPENSES

10/07/2022

Report Code: BAT_GL_TEMPLATE

BATCH QUEUE ID 426753

10:06:50 AM

FOR AUGUST, 2022 THRU AUGUST, 2022

LEDGER TYPE : 5 - EXPENSES

OBJECT	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED	PERCENT
105	Supervisor/Director	230,000.00	230,000.00	19,560.09	25,274.34	0.00	0.00	204,725.66	11
165	Cafeteria Personnel	430,000.00	430,000.00	19,020.98	19,020.98	0.00	0.00	410,979.02	4
201	Social Security	40,920.00	40,920.00	2,330.82	2,685.10	0.00	0.00	38,234.90	7
204	Pensions	48,840.00	48,840.00	2,188.51	2,611.37	0.00	0.00	46,228.63	5
206	Life Insurance	4,537.00	4,537.00	45.15	45.15	0.00	0.00	4,491.85	1
207	Medical Insurance	80,000.00	80,000.00	1,659.79	1,659.79	0.00	0.00	78,340.21	2
212	Employer Medicare	9,570.00	9,570.00	545.17	628.03	0.00	0.00	8,941.97	7
217	Retirement Hybrid Stabilization	2,000.00	2,000.00	94.30	94.30	0.00	0.00	1,905.70	5
336	Maint & Repair-Equipment	2,000.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0
355	Travel	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0
399	Other Contracted Services	16,000.00	16,000.00	160.00	320.00	1,440.00	0.00	14,240.00	11
422	Food Supplies	1,142,133.00	1,244,937.11	76,355.71	76,355.71	121,135.67	0.00	1,047,445.73	16
435	Office Supplies	1,000.00	1,000.00	443.28	443.28	0.00	0.00	556.72	44
451	Uniforms	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0
469	USDA Commodities	85,000.00	85,000.00	0.00	0.00	0.00	0.00	85,000.00	0
471	Software	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0
499	Other Supplies & Materials	300,000.00	300,000.00	7,612.49	7,612.49	15,852.58	0.00	276,534.93	8
524	In-Service/Staff Development	7,500.00	7,500.00	0.00	1,642.79	0.00	0.00	5,857.21	22
599	Other Charges	5,000.00	5,000.00	1,540.00	1,540.00	0.00	0.00	3,460.00	31
710	Food Service Equipment	50,000.00	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0
TOTALS:	Ledger Type: 5 - EXPENSES	2,461,500.00	2,564,304.11	131,556.29	139,933.33	138,428.25	0.00	2,285,942.53	11



ARLINGTON COMMUNITY SCHOOLS
FEDERAL & DISCRETIONARY GRANTS
2022-2023 BUDGET REPORT

August 31, 2022
Arlington, Tennessee

ARLINGTON COMMUNITY SCHOOLS

GRANT REVENUE

10/07/2022

Report Code: BAT_GL_TEMPLATE

BATCH QUEUE ID 426754

10:10:02 AM

FOR AUGUST, 2022 THRU AUGUST, 2022

LEDGER TYPE : 4 - REVENUES

PROJECT	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED	PERCENT
0010	Consolidated Administration	140,000.00	150,205.75	11,370.38	22,683.44	0.00	0.00	127,522.31	15
0100	Title I, Part A, Improving Academic Achievement	777,339.00	1,195,863.10	92,708.46	95,088.64	0.00	0.00	1,100,774.46	8
0200	Title II, Part A, Training & Recruiting	85,256.00	106,987.44	5,219.44	16,214.66	0.00	0.00	90,772.78	15
0300	Title III, Part A, English Language Acquisition	9,873.00	9,070.85	1,345.22	1,935.22	0.00	0.00	7,135.63	21
0410	Title IV, Part A, Safe & Drug Free Schools	25,053.00	33,044.27	975.60	975.60	0.00	0.00	32,068.67	3
0800	Carl Perkins	55,375.00	60,964.95	1,450.00	1,450.00	0.00	0.00	59,514.95	2
0900	IDEA, Part B	1,268,879.00	1,292,005.94	63,327.08	63,531.73	0.00	0.00	1,228,474.21	5
0901	ARP IDEA, Part B	0.00	154,336.80	0.00	0.00	0.00	0.00	154,336.80	0
0910	IDEA, Preschool	34,014.00	19,463.44	0.00	0.00	0.00	0.00	19,463.44	0
0911	ARP IDEA, Preschool	0.00	15,377.13	0.00	0.00	0.00	0.00	15,377.13	0
0931	CARES ACT / ESSER 1.0	271,437.00	0.00	0.00	0.00	0.00	0.00	0.00	0
0935	CRRSA / ESSER 2.0	1,981,591.00	1,981,591.00	160,180.81	160,180.81	0.00	0.00	1,821,410.19	8
0936	ARPA / ESSER 3.0	6,592,510.00	6,592,510.00	106,477.22	210,280.58	0.00	0.00	6,382,229.42	3
0937	Fiscal Pre-Monitoring Supports Grant	46,200.00	46,200.00	0.00	0.00	0.00	0.00	46,200.00	0
0938	Math Implementation Support Grant	71,250.00	71,250.00	0.00	0.00	0.00	0.00	71,250.00	0
0950	Literacy Training Stipend Grant (Early PK-5)	0.00	15,000.00	15,000.00	15,000.00	0.00	0.00	0.00	100
6001	Arlington Education Foundation Donation	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0
6006	Coordinated School Health	85,000.00	85,000.00	5,064.80	9,631.96	0.00	0.00	75,368.04	11
6008	ACS Sponsorship Program Fund	130,000.00	130,000.00	0.00	7,000.00	0.00	0.00	123,000.00	5
6026	Safe Schools	91,334.00	110,892.67	0.00	2,537.64	0.00	0.00	108,355.03	2
TOTALS:	Ledger Type: 4 - REVENUES	11,685,111.00	12,089,763.34	463,119.01	606,510.28	0.00	0.00	11,483,253.06	5

ARLINGTON COMMUNITY SCHOOLS

GRANT EXPENSES

10/07/2022

Report Code: BAT_GL_TEMPLATE

BATCH QUEUE ID 426755

10:12:13 AM

FOR AUGUST, 2022 THRU AUGUST, 2022

LEDGER TYPE : 5 - EXPENSES

PROJECT	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED	PERCENT
0010	Consolidated Administration	140,000.00	150,205.75	11,370.38	22,683.44	0.00	0.00	127,522.31	15
0100	Title I, Part A, Improving Academic Achievement	777,339.00	1,195,863.10	92,724.89	95,105.07	130,639.91	0.00	970,118.12	19
0200	Title II, Part A, Training & Recruiting	85,256.00	106,987.44	5,219.44	16,214.66	0.00	0.00	90,772.78	15
0300	Title III, Part A, English Language Acquisition	9,873.00	9,070.85	1,345.22	1,935.22	0.00	0.00	7,135.63	21
0410	Title IV, Part A, Safe & Drug Free Schools	25,053.00	33,044.27	975.60	975.60	1,200.22	0.00	30,868.45	7
0800	Carl Perkins	55,375.00	60,964.95	1,450.00	1,450.00	4,000.00	0.00	55,514.95	9
0900	IDEA, Part B	1,268,879.00	1,292,005.94	63,327.08	63,531.73	0.00	0.00	1,228,474.21	5
0901	ARP IDEA, Part B	0.00	154,336.80	0.00	0.00	405.85	0.00	153,930.95	0
0910	IDEA, Preschool	34,014.00	19,463.44	0.00	0.00	0.00	0.00	19,463.44	0
0911	ARP IDEA, Preschool	0.00	15,377.13	0.00	0.00	1,027.29	0.00	14,349.84	7
0931	CARES ACT / ESSER 1.0	271,437.00	0.00	955.03	0.00	0.00	0.00	0.00	0
0935	CRRSA / ESSER 2.0	1,981,591.00	1,981,591.00	160,180.81	160,180.81	3,130.07	0.00	1,818,280.12	8
0936	ARPA / ESSER 3.0	6,592,510.00	6,592,510.00	106,477.22	210,280.58	6,793.25	0.00	6,375,436.17	3
0937	Fiscal Pre-Monitoring Supports Grant	46,200.00	46,200.00	0.00	0.00	0.00	0.00	46,200.00	0
0938	Math Implementation Support Grant	71,250.00	71,250.00	0.00	0.00	71,250.00	0.00	0.00	100
0950	Literacy Training Stipend Grant (Early PK-5)	0.00	15,000.00	15,000.00	15,000.00	0.00	0.00	0.00	100
6001	Arlington Education Foundation Donation	20,000.00	20,000.00	0.00	0.00	0.00	0.00	20,000.00	0
6006	Coordinated School Health	85,000.00	85,000.00	5,064.80	9,631.96	3,642.88	0.00	71,725.16	16
6008	ACS Sponsorship Program Fund	130,000.00	130,000.00	0.00	0.00	0.00	0.00	130,000.00	0
6026	Safe Schools	91,334.00	110,892.67	0.00	2,537.64	24,847.29	0.00	83,507.74	25
TOTALS:	Ledger Type: 5 - EXPENSES	11,685,111.00	12,089,763.34	464,090.47	599,526.71	246,936.76	0.00	11,243,299.87	7



ARLINGTON COMMUNITY SCHOOLS
CONSTRUCTION IN PROGRESS
2022-2023 BUDGET REPORT

August 31, 2022
Arlington, Tennessee

ARLINGTON COMMUNITY SCHOOLS

CIP RESTRICTED FOR CAPITAL PROJECTS

Report Code: BAT_GL_TEMPLATE

BATCH QUEUE ID 384988

2:47:38 PM

FOR AUGUST, 2022 THRU AUGUST, 2022

REVENUE & FUND BALANCE

PROJECT	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED	PERCENT
0000	Other Local Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0
0000	Bonds Issued	1,800,000.00	1,800,000.00	0.00	0.00	0.00	0.00	1,800,000.00	0
0000	Fund Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0
TOTALS:	Revenue & Fund Balance	1,800,000.00	1,800,000.00	0.00	0.00	0.00	0.00	1,800,000.00	0

ARLINGTON COMMUNITY SCHOOLS

CIP EXPENSES

10/07/2022

Report Code: BAT_GL_TEMPLATE

BATCH QUEUE ID 426756
FOR AUGUST, 2022 THRU AUGUST, 2022
LEDGER TYPE : 5 - EXPENSES

10:13:54 AM

PROJECT	DESCRIPTION	BUDGET AMOUNT	ADJUSTED BUDGET	CURRENT ACTIVITY	YTD ACTIVITY	ENCUMBRANCE	REQUISITION	UNENCUMBERED	PERCENT
0000	Building Construction	1,800,000.00	1,800,000.00	0.00	0.00	0.00	0.00	1,800,000.00	0
TOTALS:	Ledger Type: 5 - EXPENSES	1,800,000.00	1,800,000.00	0.00	0.00	0.00	0.00	1,800,000.00	0

INTERLOCAL HEALTH BENEFITS PLAN ASSET TRUST

**FINANCIAL STATEMENTS
JUNE 30, 2022**

FINANCIAL STATEMENTS

ACCOUNTANT'S COMPILATION REPORT

The Board of Directors
Interlocal Health Benefits Plan Asset Trust
Memphis, Tennessee

Management is responsible for the accompanying financial statements of Interlocal Health Benefits Plan Asset Trust, which comprise the Statement of Net Position - Modified Cash Basis as of June 30, 2022, and the related Statement of Revenues, Expenses and Change in Net Position - Modified Cash Basis for the one month and year to date periods then ended and for determining that the modified cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting Review Services Committee of the AICPA. We did not audit or review the financial statements, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The financial statements are prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all of the disclosures ordinarily included in financial statements prepared in accordance with the modified cash basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Entity's assets, liabilities, net position, revenues and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Interlocal Health Benefits Plan Asset Trust.

Whitehorn Tankersley & Davis, PLLC

September 22, 2022
Memphis, Tennessee

**INTERLOCAL HEALTH BENEFITS PLAN ASSET TRUST
STATEMENT OF NET POSITION - MODIFIED CASH BASIS
JUNE 30, 2022**

ASSETS	
Regions Bank Public Funds DDA	\$ <u>79,181.65</u>
Regions Public Funds Credit Account	<u>1,776,318.46</u>
Regions Bank Trust Account	
Accrued Investment Income	12,658.45
Cash	-
Goldman Sachs Financial Square	-
Fidelity Investments MM Funds	14,773,861.53
Regions Bank Trust Account - Other	<u>-</u>
	14,786,519.98
Leasehold Improvements	<u>139,837.87</u>
TOTAL ASSETS	<u>\$ 16,781,857.96</u>
LIABILITIES	
Notes Payable	\$ <u>35,503.00</u>
NET POSITION - UNRESTRICTED	<u>16,746,354.96</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 16,781,857.96</u>

See Accountant's Compilation Report

**INTERLOCAL HEALTH BENEFITS PLAN ASSET TRUST
STATEMENT OF REVENUES, EXPENSES
AND CHANGE IN NET POSITION - MODIFIED CASH BASIS**

	<u>1 Month Ended June 30, 2022</u>	<u>Year Ended June 30, 2022</u>
REVENUES		
Premiums	\$ 3,170,840.83	\$ 47,068,164.65
Cobra Credits	<u>2,889.87</u>	<u>11,058.37</u>
Total Premiums	<u>3,173,730.70</u>	<u>47,079,223.02</u>
Pharmacy Rebates	<u>41,477.73</u>	<u>630,830.01</u>
Miscellaneous Credits	<u>-</u>	<u>518.41</u>
Miscellaneous Income	<u>-</u>	<u>20.00</u>
Investment Income	<u>13,204.59</u>	<u>26,435.91</u>
Stop Loss Reimbursements	<u>323,693.06</u>	<u>323,693.06</u>
TOTAL REVENUES	<u>3,552,106.08</u>	<u>48,060,720.41</u>
EXPENSES		
Administrative Fees	327,182.64	2,058,565.20
Insurance Claims Disbursements	3,481,859.26	39,740,516.30
Insurance Premium	9,571.09	77,167.09
Trustee Fees	4,557.29	42,793.84
Miscellaneous Expenses	-	-
Professional Fees	4,835.50	67,665.00
Taxes	<u>-</u>	<u>11,926.02</u>
	<u>3,828,005.78</u>	<u>41,998,633.45</u>
Bartlett Clinic		
Care Here Clinic Fees	26,426.50	314,338.50
Clinic Repairs and Maintenance	-	611.63
Clinic Supplies	53,122.81	530,019.81
Liability Insurance	-	1,980.00
Rent	<u>3,611.58</u>	<u>25,006.32</u>
	<u>83,160.89</u>	<u>871,956.26</u>

See Accountant's Compilation Report

**INTERLOCAL HEALTH BENEFITS PLAN ASSET TRUST
STATEMENT OF REVENUES, EXPENSES
AND CHANGE IN NET POSITION - MODIFIED CASH BASIS - CONTINUED**

	<u>1 Month Ended</u> <u>June 30, 2022</u>	<u>Year Ended</u> <u>June 30, 2022</u>
EXPENSES - continued		
Collierville Clinic		
Care Here Clinic Fees	\$ 26,426.50	\$ 314,338.50
Clinic Repairs and Maintenance	667.33	4,609.78
Clinic Supplies	42,618.38	513,860.71
Liability Insurance	-	1,980.00
Property Taxes	-	72.24
Rent	<u>2,121.73</u>	<u>25,893.35</u>
	<u>71,833.94</u>	<u>860,754.58</u>
TOTAL EXPENSES	<u>3,983,000.61</u>	<u>43,731,344.29</u>
CHANGE IN NET POSITION	(430,894.53)	4,329,376.12
Net position at beginning of period	<u>17,177,249.49</u>	<u>12,416,978.84</u>
Net position at end of period	<u>\$ 16,746,354.96</u>	<u>\$ 16,746,354.96</u>

See Accountant's Compilation Report

INTERLOCAL HEALTH BENEFITS PLAN ASSET TRUST

**FINANCIAL STATEMENTS
JULY 31, 2022**

FINANCIAL STATEMENTS

ACCOUNTANT'S COMPILATION REPORT

The Board of Directors
Interlocal Health Benefits Plan Asset Trust
Memphis, Tennessee

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We are not independent with respect to Interlocal Health Benefits Plan Asset Trust.

Whitehorn Tankersley & Davis, PLLC

September 22, 2022
Memphis, Tennessee

**INTERLOCAL HEALTH BENEFITS PLAN ASSET TRUST
STATEMENT OF NET POSITION - MODIFIED CASH BASIS
JULY 31, 2022**

ASSETS

Regions Bank Public Funds DDA	\$ 1,005,523.39
Regions Public Funds Credit Account	<u>1,797,172.22</u>
Regions Bank Trust Account	
Accrued Investment Income	17,570.14
Cash	-
Goldman Sachs Financial Square	-
Fidelity Investments MM Funds	13,283,316.66
Regions Bank Trust Account - Other	<u>-</u>
	13,300,886.80
Leasehold Improvements	<u>96,468.80</u>
TOTAL ASSETS	<u>\$ 16,200,051.21</u>

LIABILITIES

Notes Payable	\$ <u>34,201.22</u>
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NET POSITION - UNRESTRICTED	<u>16,165,849.99</u>
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TOTAL LIABILITIES AND NET POSITION	<u>\$ 16,200,051.21</u>
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See Accountant's Compilation Report

**INTERLOCAL HEALTH BENEFITS PLAN ASSET TRUST
STATEMENT OF REVENUES, EXPENSES
AND CHANGE IN NET POSITION - MODIFIED CASH BASIS**

	<u>1 Month Ended July 31, 2022</u>	<u>1 Month Ended July 31, 2022</u>
REVENUES		
Premiums	\$ 1,768,246.88	\$ 1,768,246.88
Cobra Credits	<u>723.23</u>	<u>723.23</u>
Total Premiums	<u>1,768,970.11</u>	<u>1,768,970.11</u>
 Pharmacy Rebates	 <u>19,715.65</u>	 <u>19,715.65</u>
Miscellaneous Credits	<u>-</u>	<u>-</u>
Miscellaneous Income	<u>-</u>	<u>-</u>
Investment Income	<u>18,096.76</u>	<u>18,096.76</u>
Stop Loss Reimbursements	<u>-</u>	<u>-</u>
 TOTAL REVENUES	 <u>1,806,782.52</u>	 <u>1,806,782.52</u>
EXPENSES		
Administrative Fees	168,183.65	168,183.65
Insurance Claims Disbursements	1,909,360.90	1,909,360.90
Insurance Premium	-	-
Trustee Fees	4,400.89	4,400.89
Miscellaneous Expenses	-	-
Professional Fees	18,973.00	18,973.00
Taxes	<u>13,720.66</u>	<u>13,720.66</u>
	<u>2,114,639.10</u>	<u>2,114,639.10</u>
 Bartlett Clinic		
Care Here Clinic Fees	26,324.50	26,324.50
Clinic Repairs and Maintenance	-	-
Clinic Supplies	41,874.60	41,874.60
Liability Insurance	-	-
Rent	<u>1,320.00</u>	<u>1,320.00</u>
	<u>69,519.10</u>	<u>69,519.10</u>

See Accountant's Compilation Report

**INTERLOCAL HEALTH BENEFITS PLAN ASSET TRUST
STATEMENT OF REVENUES, EXPENSES
AND CHANGE IN NET POSITION - MODIFIED CASH BASIS - CONTINUED**

	<u>1 Month Ended July 31, 2022</u>	<u>1 Month Ended July 31, 2022</u>
EXPENSES - continued		
Collierville Clinic		
Care Here Clinic Fees	\$ 26,324.50	\$ 26,324.50
Clinic Repairs and Maintenance	-	-
Clinic Supplies	37,933.49	37,933.49
Liability Insurance	-	-
Property Taxes	-	-
Rent	<u>2,121.73</u>	<u>2,121.73</u>
	<u>66,379.72</u>	<u>66,379.72</u>
Pharmacy		
Administrative Fees	16,113.69	16,113.69
Pharmacy Expenses	118,219.98	118,219.98
Rent	2,291.58	2,291.58
Utilities	<u>124.32</u>	<u>124.32</u>
	<u>136,749.57</u>	<u>136,749.57</u>
TOTAL EXPENSES	<u>2,387,287.49</u>	<u>2,387,287.49</u>
CHANGE IN NET POSITION	(580,504.97)	(580,504.97)
Net position at beginning of period	<u>16,781,857.96</u>	<u>16,781,857.96</u>
Net position at end of period	<u><u>\$ 16,200,051.21</u></u>	<u><u>\$ 16,200,051.21</u></u>

See Accountant's Compilation Report

INTERLOCAL HEALTH BENEFITS PLAN ASSET TRUST

**FINANCIAL STATEMENTS
AUGUST 31, 2022**

FINANCIAL STATEMENTS

ACCOUNTANT'S COMPILATION REPORT

The Board of Directors
Interlocal Health Benefits Plan Asset Trust
Memphis, Tennessee

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We are not independent with respect to Interlocal Health Benefits Plan Asset Trust.

Whitehorn Tankersley & Davis, PLLC

September 22, 2022
Memphis, Tennessee

**INTERLOCAL HEALTH BENEFITS PLAN ASSET TRUST
STATEMENT OF NET POSITION - MODIFIED CASH BASIS
AUGUST 31, 2022**

ASSETS	
Regions Bank Public Funds DDA	\$ <u>922,465.67</u>
Regions Public Funds Credit Account	<u>1,897,132.52</u>
Regions Bank Trust Account	
Accrued Investment Income	21,632.31
Cash	-
Goldman Sachs Financial Square	-
Fidelity Investments MM Funds	11,578,386.28
Regions Bank Trust Account - Other	<u>-</u>
	11,600,018.59
Leasehold Improvements	<u>96,468.80</u>
TOTAL ASSETS	<u>\$ 14,516,085.58</u>
LIABILITIES	
Notes Payable	\$ <u>33,550.33</u>
NET POSITION - UNRESTRICTED	<u>14,482,535.25</u>
TOTAL LIABILITIES AND NET POSITION	<u>\$ 14,516,085.58</u>

See Accountant's Compilation Report

**INTERLOCAL HEALTH BENEFITS PLAN ASSET TRUST
STATEMENT OF REVENUES, EXPENSES
AND CHANGE IN NET POSITION - MODIFIED CASH BASIS**

	<u>1 Month Ended</u> <u>August 31, 2022</u>	<u>2 Months Ended</u> <u>August 31, 2022</u>
REVENUES		
Premiums	\$ 2,361,047.22	\$ 4,129,294.10
Cobra Credits	<u>723.23</u>	<u>1,446.46</u>
Total Premiums	<u>2,361,770.45</u>	<u>4,130,740.56</u>
Pharmacy Rebates	<u>82,421.82</u>	<u>102,137.47</u>
Miscellaneous Credits	<u>-</u>	<u>-</u>
Miscellaneous Income	<u>-</u>	<u>-</u>
Investment Income	<u>22,138.77</u>	<u>40,235.53</u>
Stop Loss Reimbursements	<u>154,796.95</u>	<u>154,796.95</u>
TOTAL REVENUES	<u>2,621,127.99</u>	<u>4,427,910.51</u>
EXPENSES		
Administrative Fees	-	168,183.65
Insurance Claims Disbursements	4,081,717.29	5,991,078.19
Insurance Premium	4,651.00	4,651.00
Trustee Fees	3,952.89	8,353.78
Miscellaneous Expenses	-	-
Professional Fees	18,506.00	37,479.00
Taxes	<u>-</u>	<u>13,720.66</u>
	<u>4,108,827.18</u>	<u>6,223,466.28</u>
Bartlett Clinic		
Care Here Clinic Fees	26,324.50	52,649.00
Clinic Repairs and Maintenance	-	-
Clinic Supplies	54,530.43	96,405.03
Liability Insurance	-	-
Rent	<u>3,611.58</u>	<u>4,931.58</u>
	<u>84,466.51</u>	<u>153,985.61</u>

See Accountant's Compilation Report

**INTERLOCAL HEALTH BENEFITS PLAN ASSET TRUST
STATEMENT OF REVENUES, EXPENSES
AND CHANGE IN NET POSITION - MODIFIED CASH BASIS - CONTINUED**

	<u>1 Month Ended</u>	<u>2 Months Ended</u>
	<u>August 31, 2022</u>	<u>August 31, 2022</u>
EXPENSES - continued		
Collierville Clinic		
Care Here Clinic Fees	\$ 26,324.50	\$ 52,649.00
Clinic Repairs and Maintenance	-	-
Clinic Supplies	41,154.95	79,088.44
Liability Insurance	-	-
Property Taxes	-	-
Rent	<u>2,121.73</u>	<u>4,243.46</u>
	<u>69,601.18</u>	<u>135,980.90</u>
Pharmacy		
Administrative Fees	3,720.90	19,834.59
Pharmacy Expenses	37,208.96	155,428.94
Rent	-	2,291.58
Utilities	<u>618.00</u>	<u>742.32</u>
	<u>41,547.86</u>	<u>178,297.43</u>
TOTAL EXPENSES	<u>4,304,442.73</u>	<u>6,691,730.22</u>
CHANGE IN NET POSITION	(1,683,314.74)	(2,263,819.71)
Net position at beginning of period	<u>16,165,849.99</u>	<u>16,746,354.96</u>
Net position at end of period	<u>\$ 14,482,535.25</u>	<u>\$ 14,482,535.25</u>

See Accountant's Compilation Report



ACS RESOLUTION 2022-23

A RESOLUTION OF THE ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION AMENDING THE 2022-2023 SCHOOLS BUDGET

WHEREAS, T.C.A. § 49-2-301(b)(1)(U) requires the Board to assign to the Superintendent the task of submitting a budget to the Board annually for approval and presenting the budget to the local legislative body for adoption; AND

WHEREAS, T.C.A. § 49-2-301(b)(1)(U)(i) provides that, “The budget shall set forth in itemized form the amount necessary to operate the schools for the scholastic year beginning on July 1”; AND

WHEREAS, the Board adopted the 2022-2023 annual budget on May 24, 2022; AND

WHEREAS, the Town of Arlington adopted ACS’s 2022-2023 budget on June 6, 2022; AND

WHEREAS, T.C.A. § 49-2-301(b)(1)(U)(ii) provides that, “Any change in the expenditure of money as provided for by the budget shall first be ratified by the local board and the local legislative body”; AND

WHEREAS, the Tennessee Attorney General has opined that, a change in expenditures that reallocates funds from one major category to another requires the prior ratification of both the local legislative body and the Board and changes in fund allocations within a major category require the prior ratification of the Board; AND

WHEREAS, the Superintendent deems it necessary to change fund allocations within major categories of the 2022-2023 budget which requires Board ratification.

NOW, THEREFORE, BE IT RESOLVED, that the Arlington Community Schools Board of Education hereby ratifies the following changes to fund allocations within major categories of the 2022-2023 budget:

Fund 141 - 71000 Instruction					Budget	Add	Subtract	Amended Budget
Fund	Function	Object		Description	Budget	Add	Subtract	Amended Budget
141	71300	429		Instructional Supplies & Materials -Welding	137,725.00	2,000.00		139,725.00
141	71300	449		CTE Textbooks	40,000.00		8,000.00	32,000.00
141	71300	730		Vocational Equipment	57,500.00	6,000.00		63,500.00
Totals					235,225.00	8,000.00	8,000.00	235,225.00

Fund 141 - 72000 - Support Service					Budget	Add	Subtract	Amended Budget
Fund	Function	Object		Description	Budget	Add	Subtract	Amended Budget
141	72110	471		Software	80,000.00	10,000.00		90,000.00
141	72110	524		In-Service/Staff Development	17,000.00		10,000.00	7,000.00
141	72120	413		Drugs & Medical Supplies	900.00	930.00		1,830.00
141	72120	735		Health Equipment	2,000.00		930.00	1,070.00
141	72130	355		Travel	1,350.00	1,500.00		2,850.00
141	72130	790		Other Equipment	15,300.00		1,500.00	13,800.00
								-
Totals					116,550.00	12,430.00	12,430.00	116,550.00

Fund 142 - Federal Grants Revenue					Budget	Add	Subtract	Amended Budget
Fund	Function	Object	Project	Description	Budget	Add	Subtract	Amended Budget
142	47404	000	0702	ARP Homeless 2.0	-	16,738.57		16,738.57
142	47307	000	0935	ESSER 2.0	1,981,591.00		716,332.17	1,265,258.83
142	47401	000	0936	ESSER 3.0	6,592,510.00		1,112,225.48	5,480,284.52
Totals					8,574,101.00	16,738.57	1,828,557.65	6,762,281.92

Fund 142 - Federal Grants Expenses					Budget	Add	Subtract	Amended Budget
Fund	Function	Object	Project	Description	Budget	Add	Subtract	Amended Budget
142	71100	189	0702	Other Salaries & Wages	-	680.00		680.00
142	71100	201	0702	Social Security	-	42.50		42.50
142	71100	204	0702	State Retirement	-	59.09		59.09
142	71100	212	0702	Employer Medicare	-	9.86		9.86
142	72130	399	0702	Other Contracted Services	-	4,060.00		4,060.00
142	72130	499	0702	Other Supplies and Materials	-	4,060.00		4,060.00
142	72130	599	0702	Other Charges	-	4,358.30		4,358.30
142	72210	399	0702	Other Contracted Services	-	1,000.00		1,000.00
142	72710	599	0702	Other Charges	-	2,468.82		2,468.82
142	71100	116	0935	Teachers	128,000.00		128,000.00	-
142	71100	201	0935	Social Security	7,950.00		7,950.00	-
142	71100	204	0935	State Retirement	17,175.00		17,175.00	-
142	71100	206	0935	Life Insurance	1,000.00		1,000.00	-
142	71100	207	0935	Medical Insurance	18,400.00		18,400.00	-
142	71100	212	0935	Employer Medicare	1,875.00		1,875.00	-
142	71100	722	0935	Regular Instruction	4,000.00	138,500.00		142,500.00
142	72120	189	0935	Other Salaries & Wages	94,000.00		46,768.00	47,232.00
142	72120	201	0935	Social Security	5,840.00		2,840.00	3,000.00
142	72120	204	0935	State Retirement	6,970.00		3,620.00	3,350.00
142	72120	206	0935	Life Insurance	650.00		350.00	300.00
142	72120	207	0935	Medical Insurance	18,400.00		18,200.00	200.00
142	72120	212	0935	Employer Medicare	1,375.00		675.00	700.00
142	72120	399	0935	Other Contracted Services	3,478.00		3,478.00	-
142	72120	499	0935	Other Supplies and Materials	4,644.00		4,644.00	-
142	72210	105	0935	Supervisor/Director	6,385.00		6,385.00	-
142	72210	189	0935	Other Salaries & Wages	54,000.00		54,000.00	-
142	72210	195	0935	Certified Sub Teachers	20,000.00	165,000.00		185,000.00
142	72210	201	0935	Social Security	5,040.00	6,480.00		11,520.00
142	72210	204	0935	State Retirement	4,660.00		4,660.00	-
142	72210	206	0935	Life Insurance	450.00		450.00	-
142	72210	207	0935	Medical Insurance	9,670.00		9,670.00	-
142	72210	212	0935	Employer Medicare	1,190.00	1,065.00		2,255.00
142	72210	499	0935	Other Supplies and Materials	7,460.00		7,460.00	-
142	72210	599	0935	Other Charges	7,460.00		7,460.00	-
142	72610	189	0935	Other Salaries & Wages	120,000.00		120,000.00	-
142	72610	201	0935	Social Security	7,440.00		7,440.00	-
142	72610	204	0935	State Retirement	8,880.00		8,880.00	-
142	72610	206	0935	Life Insurance	825.00		825.00	-
142	72610	207	0935	Medical Insurance	36,800.00		36,800.00	-
142	72610	212	0935	Employer Medicare	1,740.00		1,740.00	-

Fund 142 - Federal Grants Expenses					Budget	Add	Subtract	Amended Budget
Fund	Function	Object	Project	Description	Budget	Add	Subtract	Amended Budget
142	72610	399	0935	Other Contracted Services	20,000.00	130,000.00		150,000.00
142	72610	410	0935	Custodial Supplies	30,000.00		9,000.00	21,000.00
142	76100	399	0935	Other Contracted Services	-	125,000.00		125,000.00
142	76100	706	0935	Building Construction	1,075,834.00		1,075,834.00	-
142	76100	707	0935	Building Improvements	250,000.00	323,201.83		573,201.83
142	71100	116	0936	Teachers	122,800.00	128,800.00		251,600.00
142	71100	163	0936	Educational Assistants	129,180.00		2,240.00	126,940.00
142	71100	188	0936	Bonus Payments	236,483.00	1,917.00		238,400.00
142	71100	189	0936	Other Salaries & Wages	315,750.00	20,000.00		335,750.00
142	71100	201	0936	Social Security	57,093.00	3,713.04		60,806.04
142	71100	204	0936	State Retirement	45,655.00	50,250.00		95,905.00
142	71100	206	0936	Life Insurance	1,690.00	900.00		2,590.00
142	71100	207	0936	Medical Insurance	73,600.00	18,400.00		92,000.00
142	71100	212	0936	Employer Medicare	10,604.00	5,991.00		16,595.00
142	71100	312	0936	Contracts w Private Agencies	30,000.00		30,000.00	-
142	71100	399	0936	Other Contracted Services	-	6,500.00		6,500.00
142	71100	429	0936	Instructional Supplies & Materials	432,520.00		2,339.84	430,180.16
142	71100	722	0936	Regular Instruction Equipment	1,097,612.00		530,873.46	566,738.54
142	71200	189	0936	Other Salaries & Wages	68,400.00		68,400.00	-
142	71200	201	0936	Social Security	4,245.00		4,245.00	-
142	71200	204	0936	Pensions	7,230.00		7,230.00	-
142	71200	212	0936	Employer Medicare	1,000.00		1,000.00	-
142	72120	188	0936	Bonus Payments	6,000.00	1,000.00		7,000.00
142	72120	189	0936	Other Salaries & Wages	14,040.00	42,320.00		56,360.00
142	72120	201	0936	Social Security	1,275.00	3,060.00		4,335.00
142	72120	204	0936	State Retirement	920.00	4,280.00		5,200.00
142	72120	206	0936	Life Insurance	-	100.00		100.00
142	72120	207	0936	Medical Insurance	-	4,600.00		4,600.00
142	72120	212	0936	Employer Medicare	300.00	700.00		1,000.00
142	72120	413	0936	Drugs & Medical Supplies	760.00		760.00	-
142	72120	499	0936	Other Supplies & Materials	1,100.00		1,100.00	-
142	72120	599	0936	Other Charges	4,640.00		4,640.00	-
142	72120	735	0936	Health Equipment	3,980.00		3,980.00	-
142	72120	790	0936	Other Equipment	10,615.00		10,615.00	-

Fund 142 - Federal Grants Expenses					Budget	Add	Subtract	Amended Budget
Fund	Function	Object	Project	Description	Budget	Add	Subtract	Amended Budget
142	72210	105	0936	Supervisor/Director	7,000.00	7,000.00		14,000.00
142	72210	162	0936	Clerical Personnel	90,000.00	4,798.96		94,798.96
142	72210	188	0936	Bonus Payments	98,000.00	2,000.00		100,000.00
142	72210	195	0936	Certified Sub Teachers	-	159,350.00		159,350.00
142	72210	201	0936	Social Security	19,796.00	11,734.65		31,530.65
142	72210	204	0936	State Retirement	29,180.00	12.10		29,192.10
142	72210	206	0936	Life Insurance	1,505.00	140.54		1,645.54
142	72210	207	0936	Medical Insurance	36,800.00	13,523.41		50,323.41
142	72210	212	0936	Employer Medicare	4,510.00	3,667.85		8,177.85
142	72210	399	0936	Other Contracted Services	8,000.00		160.25	7,839.75
142	72210	524	0936	In-Service/Staff Development	135,050.00		23,750.00	111,300.00
142	72220	399	0936	Other Contracted Services	19,500.00		19,500.00	-
142	72410	162	0936	Clerical Personnel	6,720.00		2,240.00	4,480.00
142	72410	201	0936	Social Security	417.00		117.00	300.00
142	72410	204	0936	State Retirement	800.00		465.00	335.00
142	72610	188	0936	Bonus Payments	12,600.00	1,400.00		14,000.00
142	72610	189	0936	Other Salaries & Wages	135,000.00		104,964.00	30,036.00
142	72610	201	0936	Social Security	9,221.00		5,846.00	3,375.00
142	72610	204	0936	State Retirement	11,378.00		7,514.80	3,863.20
142	72610	206	0936	Life Insurance	825.00		825.00	-
142	72610	207	0936	Medical Insurance	36,800.00		36,800.00	-
142	72610	212	0936	Employer Medicare	2,223.00		1,438.00	785.00
142	72610	399	0936	Other Contracted Services	155,200.00		53,873.21	101,326.79
142	72610	410	0936	Custodial Supplies	158,375.00		58,375.00	100,000.00
142	72610	499	0936	Other Supplies & Materials	18,010.00		18,010.00	-
142	73100	188	0936	Bonus Payments	17,600.00	1,000.00		18,600.00
142	73100	201	0936	Social Security	9,591.00	500.20		10,091.20
142	73100	204	0936	State Retirement	12,812.00		10,488.80	2,323.20
142	73100	206	0936	Life Insurance	150.00	250.00		400.00
142	73100	207	0936	Medical Insurance	73,600.00		73,600.00	-
142	73100	212	0936	Employer Medicare	2,255.00	100.20		2,355.20
142	73100	710	0936	Food Service Equipment	-	129,882.62		129,882.62
142	76100	399	0936	Other Contracted Services	1,180,000.00		30,000.00	1,150,000.00
142	76100	707	0936	Building Improvements	1,375,000.00		624,726.69	750,273.31
Totals					8,327,001.00	1,533,876.97	3,345,696.05	6,515,181.92

On this 25th of October, 2022.

Dr. Dale Viox, Chairman
Arlington Community Schools
Board of Education

Jeffery G. Mayo, Superintendent
Arlington Community Schools
Secretary to the Board



ACS RESOLUTION 2022-24

A RESOLUTION OF THE ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION TO APPROVE REVISED 2022-23 SCHOOL FIELD TRIPS

WHEREAS, T.C.A. § 49-2-110 provides that schools "shall not require any student to pay a fee to the school for any purpose, except as authorized by the board of education"; AND

WHEREAS, T.C.A. § 49-2-114 provides that fees for activities that occur during regular school hours; fees for activities and supplies required to participate in all courses offered for credit or grade; fees or tuition applicable to courses taken during the summer by a student, except that nonresident students regularly enrolled in another school system may be required to pay fees or tuition for such summer courses; and fees required for graduation ceremonies may be waived for students who receive free or reduced price lunches; AND

WHEREAS, the Tennessee Constitution and State statutes as interpreted by the Tennessee Attorney General prohibit schools from requiring any student, regardless of income, from being charged a fee, "as a condition to attending a public school, or using its equipment while receiving educational training"; AND

WHEREAS, Tennessee State Board Rule No. 0520-01-02-.16 provides that the following school fees may be requested from, but not required of, any student regardless of financial status, provided that the fees are approved by the local board of education:

1. Fees for activities that occur during regular school hours including field trips, any portion of which fall within the school day; or for activities outside regular school hours if required for credit or grade;
2. Fees for activities and supplies required to participate in all courses offered for credit or grade, including interscholastic athletics and marching band if taken for credit in accordance with local board policies;
3. Fees or tuition applicable to courses taken during the summer by a student, except that nonresident students regularly enrolled in another school system may be required to pay fees or tuition for such summer courses;

4. Fees required for graduation ceremonies; and
5. Refundable security deposits requested by a school for use of school property for courses offered for credit or grade, including interscholastic athletics and marching band, if taken for credit or grade.

WHEREAS, although parents are not required to pay "school fees" as defined in Tennessee State Board Rule No. 0520-01-02-.16, certain programs would not be possible if parents did not pay fees.

WHEREAS, State Board Rule No. 0520-01-02-.16 provides that the following fees may be required:

1. Fines imposed on all students for late-returned library books, parking, or other traffic fines imposed for abuse of parking privileges on school property; or reasonable charges for lost or destroyed textbooks, library books, workbooks, or any other property of the school;
2. Debts incurred;
3. Refundable security deposits collected by a school for use of school property for participation in extracurricular, non-credit-bearing activities;
4. Costs for extracurricular activities, occurring outside the regular school day, including sports, optional trips, clubs, or social events; and
5. Non-resident tuition charged of all students attending a school system other than the one serving their place of residence.

NOW, THEREFORE, BE IT RESOLVED BY THE ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION THAT,

The 2022-2023 field trip schedule, as represented on Attachment "A", is hereby approved.

On this 25th day of October, 2022.

Dr. Dale Viox, Chairman
Arlington Community Schools
Board of Education

Jeffery G. Mayo, Superintendent
Arlington Community Schools Board of Education
Secretary to the Board

ATTACHMENT A

Field Trips

Submitter's Name	Start Date	End Date	Activity Title	School	Trip Type	Destination	Grade	Student Fee	Fee Description
MCDONALD, MARK	11/11/2022	11/13/2022	Model United Nations Conference - Nov. 2022	Arlington High	Educational Field Trip	Murfreesboro, TN Embassy Suites Conference Center	High School	520	Students pay the full fee, although the YMCA does award some financial aid to those students who meet the qualifications. Fee breakdown: \$175 Conference fee, \$112 Hotel room, \$173 Transportation fee, \$60 Chaperone fee.
FORBESS, JULIE	11/28/2022	11/30/2022	Beta Club State Convention	Arlington High	Non-Instructional Field Trip	Nashville - Opryland Hotel	High School	30	The student fee of \$30 covers the student registration fee. The remainder of the expenses are paid through Beta Club account and includes the hotel rooms, the charter bus, supplies for competitions, substitutes for the chaperones, and meal reimbursement for the chaperones.
GOODWIN, BRITTANY	12/9/2022	12/9/2022	Arlington Elementary 1st Grade Field Trip	Arlington Elementary	Educational Field Trip	Children's Museum of Memphis	1	12	The \$12 student fee includes \$7 for museum entrance and \$5 for bus transportation.
PUTNAM, ASHLEY	12/13/2022	12/13/2022	3rd Grade Field Trip: Playhouse on the Square	Donelson Elementary	Educational Field Trip	Playhouse on the Square	3	8	Students/parents will pay for the field trip. The bus is \$4.00/student and the play is \$4.00/student.
WIELAND, CYNTHIA	1/13/2023	1/14/2023	TN Thespian Conference	Arlington High	Educational Field Trip	Middle TN State, Murfreesboro, TN	High School	250	Student fee includes \$85 per student for two-day conference registration with remaining \$165 to cover one night hotel room for each student, charter bus transportation, and three included meals.
ANDERSON, MELANIE	2/3/2023	2/3/2023	PAVE/NAHS Field Trip to West TN Museum of Art and Memphis Brooks Museum	Arlington High	Educational Field Trip	West TN Museum of Art and Memphis Brooks Museum - Humboldt, TN	High School	20	Student will pay \$20 to cover cost of subs(\$6) and buses (\$14). Students will bring a sack lunch and drink to eat on the bus between museum visits.
WILLIAMS, LISA	3/6/2023	3/6/2023	2nd Grade Field Trip- Cannon Performing Art Center	Donelson Elementary	Educational Field Trip	Cannon Performing Art Center	2	12	The \$12 student fee includes \$8 for admission, \$3.25 for bus transportation, and 75 cents for snack/water.



ACS RESOLUTION 2022-26

**A RESOLUTION OF THE
ARLINGTON COMMUNITY SCHOOLS BOARD OF EDUCATION
TO ADOPT THE SOURCEWELL MASTER AGREEMENT
AND TO AUTHORIZE PARTICIPATION IN THE
SOURCEWELL PURCHASING COOPERATIVE**

WHEREAS, the Arlington Community Schools Board of Education (“ACS” or “The ACS Board”) desires to participate in the Sourcewell National Purchasing Cooperative, (the “Cooperative”), a program created to provide school districts and other governmental entities, nationwide, with competitive pricing options; AND

WHEREAS, ACS is authorized to participate in a “Cooperative” by adopting the Cooperative’s “Master Agreement”, pursuant to T.C.A. § 12-3-1205; AND

WHEREAS, Sourcewell’s solicitation process meets ACS’s solicitation requirements.

NOW, THEREFORE, BE IT RESOLVED, that the Arlington Community Schools Board of Education hereby adopts the terms of Sourcewell’s Master Agreement, which is attached hereto as “Exhibit 1” and incorporated herein by reference, and hereby, approves ACS’s participation in the Sourcewell National Purchasing Cooperative

On this 25th of October, 2022.

Dr. Dale Viox, Chairman
Arlington Community Schools
Board of Education

Jeffery G. Mayo, Superintendent
Arlington Community Schools
Secretary to the Board

Sourcewell Cooperative Purchasing Program Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing contracts and master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b), and any entity as defined in Art. VI of the Sourcewell Bylaws.

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program contracts and master agreements with awarded suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell programs and master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell contracts and master agreements, Participating Entity must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of master agreements directly with a supplier. Participating Entity will be responsible

for all aspects of its purchase, including ordering its goods and services, inspecting, accepting the goods and services, and prompt payment to supplier who will have directly billed the Participating Entity.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity’s completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof.

2.8 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.9 Sourcewell’s Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.10 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

Sourcewell:

DocuSigned by:
By 
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 8/19/2022 | 9:40 AM CDT

DocuSigned by:
By 
Authorized Signature – Signed

By Sara Nagel
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 8/19/2022 | 10:35 AM CDT

Participating Entity:

By _____
Authorized Signature – Signed

By _____
Name – Printed
Title _____
Date _____

2515 Eugenia Ave, Suite 101
 Nashville, TN 37211
 +1 6154198246
 www.bleachersandseats.com



Estimate

ADDRESS

Tim Ruff
 Arlington Community Schools
 (TN)
 12060 Arlington Trail
 Arlington, TN 38002

ESTIMATE # TN509829
DATE 10/11/2022

JOB NAME

Baseball Elevated Bleacher

ACTIVITY	QTY	RATE	AMOUNT	SKU
Sourcewell Contract # 091719-HSC				
Arlington Community Schools, Member ID# 103112 5475 Airline Rd Arlington, TN 38002-4068				
C-36A-0916402C08 36" elev. 9 row x 164'-2" bleacher, Net seating capacity 686 + 8 ADA seats per unit.	25	7,249.81	181,245.25	
Features Include: Aluminum angle understructure with 8" Rise / 30" Run 36 inch elevation, 63 inch clear front walkway 2 x 10 anodized aluminum seat plank with poly end caps Double 2 x 10 and single 2 x 6 mill finish aluminum foot plank with aluminum end caps 1 x 6 riser rows 1 - 8 and (2) 1 x 6 top row risers mill finish (4) 4'-6" wide vertical aisle with mid aisle handrail 9 row mitered bleacher -164' approximate rear length 144 backing plates for adding riser mounted chairs at mid section Chain link guardrail system (1) L-Shaped ADA accessibility ramp + 8 Wheel chair spaces Concrete wedge anchors (135) Hussey Chairs in the mid section (551) total bench seats (8) handicap spaces Per sales drawings 00A-09MTRCL08_0830_FS SALES 1226 (to be revised to show elevated bleachers upon request) Galvanized hardware Submittals Required				
Service & Maintenance Parts Package IV - Contract Price \$10,107.14 Discounted 40% to \$6,064.29, further discounted to \$4725	1	4,725.00	4,725.00	

ACTIVITY	QTY	RATE	AMOUNT	SKU
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Shipping

Service & Maintenance Parts Package II - Contract Price \$12,663.93 Discounted 40% to \$7,580.36 further discounted to \$7024.27	9	7,024.27	63,218.43	
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Labor to receive, install and anchor bleacher

**Economical mill finish foot plank and risers have been specified on this quote. NRS will not be responsible for discoloration or staining (darkblack, brown, or white residue) resulting from unavoidable condensation that occurs during packing, transporting and storage, preceding and/or during installation. Removal of these stains or replacement of boards upon completion of installation is not part of this contract because stained mill finish boards meet all specified requirements. A clear anodized finish may be quoted at an additional cost to avoid potential discoloration or staining.

NOTE: ALL BLEACHERS SHOULD BE ANCHORED TO RESIST WIND LOADS.

This estimate is valid for 30 days.

TOTAL

\$249,188.68

Accepted By

Accepted Date



Solicitation Number: RFP#091719

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Hussey Seating Company**, 38 Dyer Street Ext., North Berwick, ME 03906 (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to 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 Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract 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)
- 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 Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

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

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

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

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

6. MEMBER ORDERING AND PURCHASE ORDERS

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to 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 Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

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

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. CANCELLATION

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

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/22/2019 | 8:21 PM CST

Hussey Seating Company
DocuSigned by:
By: Ron Bilodeau
D78FF8904F394C6...
Ron Bilodeau
Title: Marketing & Product Manager
Date: 11/26/2019 | 9:16 AM CST

Approved:
DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/22/2019 | 8:28 PM CST

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

Vendor Details

Company Name: Hussey Seating Company
38 Dyer Street
Address: North Berwick, ME 03906
Contact: Ron Bilodeau
Email: rbilodeau@husseyseating.com
Phone: 207-676-2771 234
HST#: 061032772

Submission Details

Created On: Monday July 29, 2019 14:22:27
Submitted On: Tuesday September 17, 2019 14:19:26
Submitted By: Ron Bilodeau
Email: rbilodeau@husseyseating.com
Transaction #: 13755b4e-dd9a-401d-9095-ad4069749592
Submitter's IP Address: 204.239.146.2

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Hussey Seating Company *
2	Proposer Address:	38 Dyer Street Ext, North Berwick, ME 03906 USA *
3	Proposer website address:	www.husseyseating.com & www.clarinseating.com *
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Ron Bilodeau, Marketing & Product Manager, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, rbilodeau@husseyseating.com, t.+1.207.676.2271 x 234, m.+1.207.651.0045 *
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ron Bilodeau, Marketing & Product Manager, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, rbilodeau@husseyseating.com, t.+1.207.676.2271 x 234, m.+1.207.651.0045 *
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Gary Merrill, CEO & President, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, gmerrill@husseyseating.com, t.+1.207.676.2271 x 231</p> <p>Sean O'Leary, V.P. Sales & Marketing, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, soleary@husseyseating.com, t.+1.207.676.2271 x 370</p> <p>Adam Pearson, Director of Sales, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, apearson@husseyseating.com, t.+1.207.676.2271 x 366</p> <p>Brian Deveaux, CFO, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, bdeveaux@husseyseating.com, t.+1.207.676.2271 x 299</p> <p>Lynn Spring, Controller, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, lspring@husseyseating.com, t.+1.207.676.2271 x 229</p> <p>Nick Hildings, Finance, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, nhildings@husseyseating.com, t.+1.207.676.2271 x 213</p>

Company Information and Financial Strength

Line Item	Question	Response *
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7	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>A sixth-generation family-owned business</p> <p>Founded in 1835, Hussey Seating Company is a world leader in developing and manufacturing spectator seating solutions, primarily for education and sports venues. Hussey products are located in more than seventy-five countries and are available from more than 120 representative dealerships around the world, some of whom have been offering the company's products for more than 50 years. Hussey manufactures globally and employs approximately 300 people, most located at it's North Berwick, Maine headquarters. In 2018, company sales were over \$100 million.</p> <p>Culture, Vision, and Values</p> <p>Hussey Seating Company is in the sixth and seventh generation of family ownership. We're a company that was built on innovation – William Hussey founded the company when he introduced a key improvement to the horse-drawn plow as a solution to help his customers, the local farmers, overcome one of their biggest challenges – the rocky soil here in New England.</p> <p>That core concept – understanding our customer's unique challenges and opportunities and developing solutions to meet them – is the key to our success to this very day.</p> <p>Today, we make seats for all sorts of audience venues, from high school gymnasiums to world-class stadiums, arenas, and convention centers. At our headquarters in North Berwick, Maine, USA as well as at our satellite facilities around the world, we've invested in state-of-the-art manufacturing capabilities. We make gym bleachers, telescopic platforms, fixed auditorium and stadium chairs, and portable folding chairs the safest, most reliable seating products you can buy, products that deliver exceptional value to our customers through years of demanding use.</p> <p>What sets us apart is our years of experience working with customers like you, experience that's taught us that each venue and each customer has a unique set of challenges, opportunities, and needs. With thousands of installations and millions of seats behind us, we know that understanding your needs and finding the solution that delivers the most value to you is still the recipe for success. We are ready to stand behind your product for the long haul. At Hussey Seating, we've been doing that for 184 years, and we always will.</p> <p>For years, our tagline has been "Your partner for seating solutions," and that sums up our approach well. We do our best work for you when we work collaboratively from design through installation, and then maintenance and service over the life of the product. A true partnership that realizes your vision, delivers value, and creates the best possible guest experience.</p> <p>At Hussey, the following core values guide our behavior:</p> <ol style="list-style-type: none">1. We are a family business in it for the long run2. We operate with honesty and integrity3. We care about the people we work with <p>Global Reach and Locations</p> <p>Hussey has products on every continent, yes even a science center on Antarctica features Hussey products and has been selling overseas for more than 47 years. For a complete listing of our dealer locations and the entire Hussey story, visit our Web site at www.husseyseating.com</p>
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8

Provide a detailed description of the products and services that you are offering in your proposal.

Hussey Seating will include the following product and services in the Sourcewell proposal.

TELESCOPIC SEATING SOLUTIONS

MAXAM™ TELESCOPIC GYM BLEACHER SEATING

Maximize your floor space and your bleacher seating with Hussey Seating MAXAM telescopic bleachers. Equipped with Hussey Seating's innovative Flex-Row technology, MAXAM bleachers provide numerous lock-in bleacher seating layouts keep your indoor gymnasium accessible and in ADA compliance.

MAXAM+™ TELESCOPIC Platform SEATING

Designed and engineered to meet a wide variety of applications and venues, from school auditoriums to sports and entertainment arenas, MAXAM+ is ready to perform in the most demanding audience environments. With features like custom and variable rise, tapered sections, extruded aluminum decking, and our Metro™ folding platform chair, MAXAM+ won't disappoint.

MXP™ TELESCOPIC PLATFORMS

MXP™ Telescopic Platform delivers big-league performance when the pressure is on. Building on the heritage of our proven vertical frame construction, MXP Telescopic Platform seating delivers owners and operators maximum performance and reliability, ease of setup and operation, and the premium seating experience your customers demand.

HUSSEY SEATWAY TELESCOPIC PLATFORM

For "Black Box" auditoriums and theaters, combine the flexibility of retractable seating with the stylish aesthetics and comfortable seating of a Performing Arts space. Hussey Seatway retractable seating is completely customized for your performance space and tailored to your seating needs.

Fixed Seating Solutions

FIXED SEATING SOLUTIONS

QUATTRO® COLLECTION

You need fixed auditorium seating that stands out. Choosing Quattro seating for your theater, lecture hall, school auditorium or performing arts venue charts the way to the extraordinary audience experience. A modular series of fixed auditorium seating options designed for many different auditoriums, you can precisely tailor Quattro fixed seats to your private or municipal venue.

Quattro Traditional™ Collection

The Quattro Traditional Collection brings back the classic look you enjoyed in the past with all of the comforts and ergonomic support today's market demands. Plus, every Quattro fixed auditorium seat is backed by the Hussey Seating limited lifetime warranty—the best in the business.

Quattro Art Series

There are an indisputable richness and warmth to wood finished seating that has always attracted the performing arts and theater markets, but the real desire has always been for customization. So we set out to give you something more by crafting attractive furniture-quality designs that delve far beyond traditional solutions. The entire theater experience is emotive, artistic, and dramatic, and your audience deserves the enhanced sightlines and acoustics that can only be found with the Quattro Art Series by Hussey Seating.

STADIUM SEATING and PERMA-CAP bleacher covers and PERMA-PLANK replacement planks

When you need a sports arena and stadium seating that works hard and plays hard, you need Hussey Seating Company stadium seating solutions. Whether you're upgrading battered bleachers with Perma-Cap and Perma-Plank vinyl bleacher covers or adding Hussey Seating stadium chairs to your world-class arena - you're getting the most reliable, durable and comfortable sports seats in the game, and we offer the best warranty in the industry.

PORTABLE SEATING SOLUTIONS

The Freedom to set up your facility in multiple configurations.

The Clarin by Hussey Seating brand specializes in portable folding chairs that are durable, stylish, and comfortable. Whether you're creating VIP seating or modifying your facility for the next event, a Clarin by Hussey Seating folding chair or a MAXAM1 or MAXAM1XD portable bleacher. Your spectators get the best in portable seating comfort, while you benefit from a quality folding chair or portable bleacher that can handle your facility's heavy traffic.

INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS

Standing Behind Our Seats: Repair, Parts, Inspections & Safety Services from Hussey Seating. You chose Hussey Seating Company, the global leader in spectator seating solutions, for your facility. Now choose Hussey Advantage and our Hussey Regional Service Centers for your telescopic platform and bleacher repair, telescopic and fixed seating parts, bleacher and telescopic platform inspections and bleacher safety services. Why? We have set the standard in our industry and exceeded our customer's expectations since 1835. At Hussey Seating, we know how to make things well — and how to make things last.

9	What are your company's expectations in the event of an award?	<p>Hussey's corporate expectations of an awarded contract</p> <ol style="list-style-type: none"> 1. Sales expectations are to achieve a minimum of 10% of annual corporate revenue via the Sourcewell awarded contract. 2. All local dealer partnerships will promote and leverage the Sourcewell Procurement Contract as a purchasing vehicle of choice. 3. All direct Hussey Seating Company sales representatives will promote and leverage the Sourcewell Procurement Contract as a primary purchasing vehicle of choice.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Hussey Seating Company has been in business for 184 years as a sixth-generation privately held family-owned and operated business and would like to leverage our past relationship and payment capabilities to NJPA / Sourcewell over the past ten years, as well we have uploaded a letter of credit for your review and use.</p>
11	What is your US market share for the solutions that you are proposing?	<p>Our industry is comprised of many privately held companies, and market share is difficult to determine compared to many publicly held companies and industries. The following is our best estimate of market share by product line.</p> <p>TELESCOPIC SEATING SOLUTIONS MAXAM 45% MAXAM+ 45% MXP 33% Hussey Seatway 33%</p> <p>FIXED SEATING SOLUTIONS QUATTRO® COLLECTION 33% QUATTRO® TRADITIONAL COLLECTION 33% STADIUM & ARENA SEATING 33% PERMA-CAP & PERMA-PLANK SEATING 45%</p> <p>PORTABLE SEATING SOLUTIONS Portable Clarin Chairs 50% MAXAM 1 33% MAXAM1XD 33%</p> <p>INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS 50%</p>
12	What is your Canadian market share, if any?	<p>TELESCOPIC SEATING SOLUTIONS MAXAM 50% MAXAM+ 50% MXP 33% Hussey Seatway 40%</p> <p>FIXED SEATING SOLUTIONS QUATTRO® COLLECTION 33% QUATTRO® TRADITIONAL COLLECTION 33% STADIUM & ARENA SEATING 70% PERMA-CAP & PERMA-PLANK SEATING 45%</p> <p>PORTABLE SEATING SOLUTIONS Portable Clarin Chairs 70% MAXAM 1 33% MAXAM1XD 33%</p> <p>INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS 70%</p>
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No, Hussey Seating Company has never petitioned for bankruptcy protection.</p>

14	<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>Hussey Seating Company is a manufacturer and service provider of creative seating solution for the life of the products.</p> <p>Hussey Seating Company operates with multiple sales channels depending on the market, product lines, and services offered in the North American marketplace.</p> <p>Hussey Seating Direct Sales Team Hussey Seating Employees Our direct sales team players are focused on the IAVM International Association of Venue Managers members who run the Global Sports and Entertainment facilities from stadiums, arenas, convention centers, fairgrounds, and performing arts facilities. We employ a team of 18 direct people to work with this market segment from concept to reality for the life of the product.</p> <p>Hussey Seating Exclusive Dealer Network Independent Businesses We have dedicated Dealer Sales Managers, employees of Hussey Seating Company who work directly with our independent exclusive dealer network. Our exclusive dealer network has specified territories and provides local expert contact for every community in the North American marketplace.</p> <p>Our exclusive dealer network plays an important role with our customer base by being part of their local community, in each of their respective timezones, providing a realtime resource every day for the life cycle management of their projects and products. They are our local experts!</p> <p>Hussey Seating Open Line Representatives Independent Businesses We also have independent open line dealer network for our Clarin Portable Chair Line with some exceptions. Our open line sales channel plays a key role in the College and University market segment, yet in some key states, we maintain Chair sales with our exclusive dealers.</p> <p>Our Open Line Dealers are managed by our Portable Sales Team at Hussey Seating.</p> <p>Hussey Seating Regional Service Centers Direct & Independent Businesses Hussey Seating Regional Service Center are both direct [New England States], & [IAVM Members identified above] and Exclusive Regional Service Centers.</p> <p>Our Exclusive Regional Service Centers network plays the same important role with our customer base. We achieved by being part of their local community, in each of their respective timezones, providing realtime inspections, service, and maintenance of their facilities every day for the life cycle management of their products to help ensure the performance of the systems; patron and employee safety for the life of the products.</p> <p>Hussey Seating Regional Service Centers provide service on all brand products in the marketplace.</p> <p>All of our sales channels can currently provide Sourcewell Members direct access to our awarded contract and would continue to do the same on any future awarded contracts.</p> <p>Our dealer network contact details https://www.husseyseating.com/find-a-dealer/</p>
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Hussey Seating Company is a registered Corporation in the State of Maine located at 38 Dyer Street Ext, North Berwick Maine 03906 USA.</p> <p>Hussey Seating Company also maintains it 's Federal ID.: 06-1032772 and Maine' s Sales Tax Exemption #199862.</p> <p>Hussey Seating current collects and files sales taxes in the following states: Arizona, California, Colorado, Connecticut, Florida, Georgia, Indiana, Iowa, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota , Mississippi, Nebraska, Nevada, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, and Washington.</p> <p>As well Hussey Seating Company also maintains contractors licenses for direct sales project use as required by local bid laws/requirements in the following states: Arkansas, California, Mississippi, Nevada, South Dakota, and Tennessee.</p> <p>There are no other specific licenses and or certificates required to be held to operate as a business in the State of Maine.</p>
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable</p>

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Telescopic Seating Subcategory Access Ways Vomitory Access Ways Elephant Doors Truck Entrances Access Ways Transitions Steps / Stairways Access Ways Player Tunnels</p> <p>ADA Fixed Platforms ADA Portable Platforms</p> <p>Media TV Platforms Media Broadcast Stations Work Centers</p>
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Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>1. Hussey Seating Selected as a 2019 Best Places to Work in Maine North Berwick, Maine – Hussey Seating Company, was recently named as one of the 2019 Best Places to Work in Maine. The awards program was created in 2006 and is a project of the Society for Human Resource Management - Maine State Council (MESHRM) and Best Companies Group. "We are excited to earn the designation but find the real value in this survey is to understand our employees needs better. We have learned a great deal about what we're doing well on and where we need to improve," said Cindy Talbot, Director of Human Resources at Hussey Seating. President and CEO of Hussey Seating, Gary Merrill, continued with, "We will continue to work diligently to improve the Hussey Seating employee experience and plan to improve upon/expand the changes made this year but I for one am glad that the rest of the state can see what I see every day; that Hussey Seating IS one of the best places to work in Maine." This statewide survey and awards program was designed to identify, recognize and honor the best places of employment in Maine, to benefit the state's economy, its workforce and businesses. The 2019 Best Places to Work in Maine list is made up of 100 companies in three size categories: small (15-49 U.S. employees), medium (50-249 U.S. employees) and large (250+ U.S. employees).</p> <p>2. Changing Business & Communities for the Better The Timothy B. Hussey Leadership Institute celebrates the extraordinary legacy of one of Maine's most esteemed business and community leaders. Tim Hussey's commitment to the principles of servant leadership helped shape the southern Maine community over his two decades as president and CEO of Hussey Seating Company, a 180-year-old family business. Tim demonstrated that leading with humility, integrity, and respect for others not only matters; it can lead to extraordinary results. Over 40 years, Tim helped Hussey Seating grow and thrive, while supporting numerous organizations and causes in his community. He lived his vision of leadership every day. Honoring Tim Hussey's Legacy Tim died prematurely in June 2016 after battling a rare form of cancer. It was his desire that the next generation of business and community leaders have the opportunity to consider the importance – indeed the imperative – of doing well and doing good. He envisioned an institute that would engage, educate and empower Maine leaders to "change the world" by conducting business in a way that is values-driven and good for the community. In March 2018, the University of Southern Maine Foundation collaborated with the Hussey-Landry family to realize this vision with the highly successful inaugural Timothy B. Hussey Leadership Institute. The How & Why of Values-Driven Business Going forward, the Timothy B. Hussey Institute will serve as a convener of business and community leaders in Maine, who will come together annually on USM's Portland campus for a day-long conversation on how to build and maintain a values-driven business. The Institute will offer workshops, panel discussion, networking events and keynote addresses by renowned thought leaders. The Timothy B. Hussey Leadership Institute will engage, educate and empower a new generation of Maine business leaders to change the world by doing well and doing good. https://usm.maine.edu/foundation/husseyinstitute</p> <p>3. Hussey Seating Company Named Manufacturing Association of Maine's 2017 Manufacturer of the Year The Annual Summit was held in Lewiston on June 6, 2017 North Berwick, ME - The Manufacturers Association of Maine named Hussey Seating Company the 2017 Manufacturer of the Year at the Manufacturer's Summit held June 6, 2017, at the Gendron Franco Center in Lewiston, ME. This year's Manufacturer of the Year award goes to a Maine organization who has made significant investments in people, capital, and community while focusing on custom solutions and creative approaches including robotics and automation.</p> <p>4. Kittredge Award</p>

		<p>The Elise Kittredge Award is an annual award given in recognition of a person, or persons, who through the exceptional contribution of time, talent and/or financial resources to United Way of York County has helped our organization improve the quality of life for the people of York County in a vital and enduring way. The Hussey Family 2016 Recipient of the Elise Kittredge Award https://www.buildcommunity.org/kittredge-award</p> <p>5. Hussey Seating Continued Participation with the local community Southern Maine Chapter American Red Cross BOD Gary Merrill – Chair http://www.redcross.org/me/about-us/leadership</p> <p>United Way of York County BOD Jon Hussey - Chair http://www.buildcommunity.org/board-directors United Way Silver Award 2018 https://www.journaltribune.com/articles/front-page/community-members-celebrate-during-united-way-campaign-finale/</p> <p>6. Hussey Seating Company and Rolling Thunder continue POW/MIA Chair of Honor Program https://www.indeonline.com/news/20190613/pow-mia-chair-to-stay-empty-at-tiger-stadium</p> <p>7. America's Oldest Family Companies - #43 1835 Hussey Corporation Hussey family Seat mfg./North Berwick, Maine Employees: 500 www.husseyseating.com</p> <p>The family arrived in New England from Ireland 1632; moved to Maine in 1770s. Company founded as plow manufacturer by William Hussey 183. Survived fire 1895; got into seating 1930s. Now makes seats for auditoriums, sports arenas, etc. Sixth generation ownership, privately held. http://www.cojoweb.com/ref-companies-Am-oldest.html</p>	
19	What percentage of your sales are to the governmental sector in the past three years	10%	*
20	What percentage of your sales are to the education sector in the past three years	FY 2017 65% FY 2018 55% FY 2019 69%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>ALABAMA FY 2017 \$998,000 FY 2018 \$1,487,000 FY 2019 \$853,000</p> <p>ARKANSAS FY 2017 \$0.00 FY 2018 \$0.00 FY 2019 \$65,000</p> <p>MISSISSIPPI FY 2017 \$0.00 FY 2018 \$0.00 FY 2019 \$47,000</p> <p>AEPA FY2019 \$0.00</p>	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not Applicable	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Denny Sanford Premier Center - Sioux Falls, SD Owner: City of Sioux Falls	Contact: Jeff Gormaker - Dir. Operations jeff.gormaker@premier-center.com	605.367.7288	*
McKale Memorial Center - Tucson, AZ Owner: University of Arizona	Contact: Mike Hairgrove - Facilities Director / hairgrov@arizona.edu	520-235-9606	*
Enterprise Center - St. Louis, MO Owner: City of St. Louis	Contact: Scott Rahn - Project Manager / rahns@claycorp.com	314-452-4217	*

Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Platforms Kansas City Convention Center, Kansas City, Mo	Government	Missouri - MO	Telescopic Platform Seating Solution MXP w/ Fixed and Telescopic Quattro Chairs	\$1,109,776	\$1,109,776
High Point University, High Point, NC	Education	North Carolina - NC	Telescopic Platform Seating Solution MXP w/ Fixed and Telescopic Quattro Chairs	\$2,623,951	\$2,623,951
University of Vermont - Arena, Burlington, VT	Education	Vermont - VT	Telescopic Platform Seating Solution MXP w/ Fixed and Telescopic Quattro Chairs	\$1,789,353	\$1,789,353
Broward College Omni Auditorium, Coconut Creek, FL	Education	Florida - FL	Telescopic Platform Seating Solution MXP w/ Fixed and Telescopic Quattro Chairs	\$668,470	\$668,470
Huntington North High School, Huntington, IN	Education	Indiana - IN	MAXAM26 11.625R 24RS 17T PFRF WO OD-10 REVERSE FOLD 7 Sections	\$576,032	\$576,032

Ability to Sell and Deliver Service Nationwide

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

Line Item	Question	Response *
25	Sales force.	<p>Hussey Seating Company is organized to manage our Sourcewell Members Agency in accordance with their desired method of purchasing. If the member agency selects to purchase directly from Hussey Seating Company, we will leverage one of our direct sales teams.</p> <p>Our Major Project Direct Sales Team players are focused on the IAVM International Association of Venue Managers members who run the Global Sports and Entertainment facilities from stadiums, arenas, convention centers, fairgrounds, and performing arts facilities. We employ a team of 18 direct people to work with this market segment from concept to reality for the life of the product. Working collaboratively, we listen to the customers' desires, educate them on potential solutions, and work closely to execute their vision for their facility.</p> <p>We also maintain a complete Dealer Support Team with Dealer Sales Managers for management of our Exclusive Dealer Network and smaller direct sales opportunities.</p> <p>The majority of our sales teams is based out of our corporate office in North Berwick, Maine, yet we maintain a few satellite locations: Minneapolis, MN, Denver, CO, Kansas City, KS, Traverse City, MI, and Toronto, Canada to provide the best coverage for our North American & US Territories customers.</p>

26	Dealer network or other distribution methods.	<p>Hussey Seating Company is organized to manage our Sourcewell Members Agency in accordance with their desired method of purchasing. If the member agency selects to purchase directly from a local Hussey Exclusive or Open Line Dealer Representative, we provide the following support to facilitate the desired purchasing process.</p> <p>Hussey Seating has Exclusive Dealers providing local coverage in all North American and US territories. Our dealers are part of the local communities and understand the goals and desires of their customers. Also, by being local, they can best provide guidance, education, and real-time support during and after the purchase of a product or service. Our dealers are committed to making sure every one of their/four customer's facilities is always event-ready when required, that is where local support and service plays a role in meeting and exceeding customers expectations.</p> <p>The Hussey Seating Exclusive Dealer Network provides full coverage in all 50 states, US Territories and the Canadian provinces to best support our customer base for our complete product and service portfolio.</p> <p>Our exclusive dealers are independent family-owned and operated businesses, which some have been partners with Hussey for over 50 years.</p> <p>Our dealers are supported by our Dealer Sales Managers [5 Full Time Hussey Employees] and Dealer Support Teams[20 Full Time Hussey Employees] which provide continued education on sales and order process, systems and product design guidance, samples, proposal drawings, code interpretations and project management for each and every project, for the life of the seating systems.</p> <p>See our complete dealer network at the following https://www.husseyseating.com/find-a-dealer/</p> <p>We also complement our Exclusive dealer network with an Open Line Dealers for our Clarin Portable Folding chairs, Perma-Cap, and Perma-Plank Bleacher seats.</p>
27	Service force.	<p>Hussey Seating Regional Service Center are both direct [New England States [6 Full-Time Employees] & [IAVM National Service [6 Full-Time Employees] and Exclusive Regional Service Centers, which are independently family owned and operated local businesses. As with our exclusive dealer network, we provide full coverage in all 50 states, US Territories and the Canadian provinces to best support our customer base for our complete product and service portfolio.</p> <p>Our Exclusive Regional Service Centers network plays the same important role with our customer base. We achieve success by being part of their local community, in each of their respective timezones, providing realtime inspections, service, and maintenance of their facilities every day for the life cycle management of their products to help ensure the performance of the systems, patron and employee safety for the life of the products.</p> <p>Hussey Seating Regional Service Centers provide service on all brand products in our marketplace to help simplify the customer's ability to service and maintain their products and get the most out of their investments.</p>
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Hussey's customer service team is integrated into our Dealer Sales Support Team to provide our customers [Dealers and End Customers] quick, direct access to help resolve any quality-related concerns for the life of the product.</p> <p>Our Dealer Support Teams are associated with specific regions to best support our customer base.</p> <p>Our corporate goals are to ship complete and on time at a rate of 98 %. Any quality-related concerns are directed back to the appropriate sales channel leveraged for the Sourcewell purchase.</p> <p>Our goals are to make sure any customer service call has a CCA [Cause and Corrective Action] documented and placed into action to solve or address any quality concerns.</p> <p>Our corporate goal is to make sure that each facility is event-ready for any contractual events or scheduled programs with direct support from Hussey Seating, our Exclusive Dealer Network, and our Regional Service Centers.</p> <p>Corrective action implementation can vary in time depending on the resolution, yet communication of the direction and plan of action should happen within three business days.</p>
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	<p>Hussey Seating Company will continue to fully service all geographic areas of the United States and Canada via a Sourcewell Awarded Contract as we currently offer under today's existing contract.</p>
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Hussey Seating Company will continue to fully service all member sectors (i.e., government, education, not-for-profit) of the United States and Canada via a Sourcewell Awarded Contract as we currently offer under today's existing contract.</p>

31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Any projects located in Hawaii, Alaska and in US Territories will be required to have a project-specific freight quote provided to cover the additional freight expenses or the Sourcewell Member may decide to purchase the product FOB Shipping Point.
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Marketing Plan

Line Item	Question	Response *
32	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>We will continue to market Sourcewell as a primary contract source to purchase Hussey Seating and Clarin by husseyseating products and services.</p> <p>We have been focused on the following to build our current contract successes and plan on the following enhancements to help grow additional contract sales.</p> <p>Current Strategy</p> <p>Marketing Awarded Sourcewell Contract</p> <ul style="list-style-type: none"> ~ Sourcewell Awarded Contract on https://www.husseyseating.com/ ~ Sourcewell Awarded Contract Positioning on https://www.husseyseating.com/contract-sales ~ Sourcewell Awarded Contract Positioning on https://www.clarinseating.com/contract-sales ~ Email signatures with Sourcewell Logo on all communications ~ Trade Show & Conference Banners and Advertisements ~ Sourcewell Brochure Labels & Digital Branding ~ Sourcewell Education Produce and execute Hussey University Spring, Fall and Winter Semesters at Corporate Headquarters with integrated Sourcewell Training for Dealers and Internal Sales Teams ~ Sourcewell Education Hussey Annual Dealer Meetings West Coast and East Coast Conference Locations with integrated Sourcewell Training for Dealers and Dealer Principles ~ Sourcewell Education Created two new webinar series for Dealers and Internal Sales Teams runs three times per year, plus on-demand ~ Promote every Sourcewell Training opportunities shared with the Sourcewell team for Exclusive Dealer Network participation ~ Attend Annual Sourcewell Vendor Meeting for Networking and Education of Procurement Contract Best Practices ~ Provide Sourcewell Pricing on Projects requested by Dealers or Direct Customers ~ Use Sourcewell Reporting Capabilities on an as need basis to help position potential opportunities ~ Positioning via our internal vnews and enews monthly new letter Dealer and Internal Employees ~ Positioning of Leasing Capabilities <p>Enhanced Marketing Strategy</p> <ul style="list-style-type: none"> ~ Continue with items listed above and add the following enhancements ~ Leverage historical Sourcewell Sales Successes by State, and Member Agency with a structured systematical approach to provide more consumer insight on the possibilities which exist to purchase our portfolio of products via the Sourcewell Contract. ~ Educate the dealer network and internal sales teams on proactive positioning of past contract successes ~ Enhance website Sourcewell visibility via our Find a Dealer Widget "Earlier Introduction to Procurement Contract Option." ~ Request and Provide MORE Sourcewell Banners Flags & Brochure Labels for Exclusive Hussey Dealer Network use at Trade Shows and Conferences ~ Investigate opportunity to join Sourcewell Vendor Advisory Team / Committee ~ Work with dealer network on the integration of Awarded Sourcewell contract via branding on each of their corporate websites and direct link back to https://www.sourcewell-mn.gov/ ~ Implement new pricing process where any project with potential procurement purchasing capabilities is quoted as a Sourcewell contract price to keep opportunity in front of exclusive dealer network on every project. ~ Provide budget pricing process for exclusive dealer network, which includes Sourcewell pricing at the start of the process. ~ Proactively Position Leasing Capabilities from https://www.sourcewell-mn.gov/cooperative-purchasing/032615-ncl
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At Hussey Seating Company and Clarin by husseyseating, we engage social media and digital technology in our ongoing marketing campaigns and communications. We have a focused corporate effort on Facebook, LinkedIn, Twitter, Youtube, and Pinterest and are always looking to expand our reach and effectiveness.</p> <p>Currently, we are working to leverage our global dealer network's social reach and connectivity to increase our messaging across a broader, yet targeted market audience.</p> <p>We also leverage social media to share industry news, trends, thought leadership and promote positive messaging and community involvement/leadership.</p>

34	<p>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>	<p>I see Sourcewell's role as continuing to market and educate the public on the advantage or procurement contracts with "Best Value" products vs. "Low Bid" products; this is an opportunity in the marketplace and is one of the biggest differenced with state contracts and Advantages with Sourcewell.</p> <p>I want to continue and see Sourcewell leverage industry relationships with partners like AASA, and other procurement cooperatives as a potential new vehicle for additional customer reach. Sourcewell should continue to educate its vendors and advisory committee on current trends and direction of procurements "Best Practices."</p> <p>Sourcewell marketing tools and reporting capabilities are powerful tools for its vendors.</p> <p>I think there is an opportunity to better educate the vendors within the Sourcewell family of contracts regarding Contract Adoption, Piggy Backing, etc.</p> <p>I also think there would be great value with more Sourcewell Case Studies, from an Agency Member viewpoint, as well a from vendors viewpoints.</p> <p>We will continue to integrate an awarded Sourcewell contract into our sales process by enhancing the following in the sales process:</p> <p>We will continue to market Sourcewell as a primary contract source to purchase Hussey Seating and Clarin by hussyseating products and services.</p> <p>We have been focused on the following to build upon our current contract successes and plan on implementing enhancements to help grow additional contract sales.</p> <p>Current Strategy Marketing of Awarded Sourcewell Contract ~ Sourcewell Awarded Contract on https://www.husseyseating.com/ ~ Sourcewell Awarded Contract Positioning on https://www.husseyseating.com/contract-sales ~ Sourcewell Awarded Contract Positioning on https://www.clarinseating.com/contract-sales ~ Email signatures with Sourcewell Logo on all communications ~ Trade Show & Conference Banners and Advertisements ~ Sourcewell Brochure Labels & Digital Branding ~ Sourcewell Education Produce and execute Hussey University Spring, Fall and Winter Semesters at Corporate Headquarters with integrated Sourcewell Training for Dealers and Internal Sales Teams ~ Sourcewell Education Hussey Annual Dealer Meetings West Coast and East Coast Conference Locations with integrated Sourcewell Training for Dealers and Dealer Principles ~ Sourcewell Education Created two new webinar series for Dealers and Internal Sales Teams runs three times per year, plus on-demand ~ Promote every Sourcewell Training opportunities shared with the Sourcewell team for Exclusive Dealer Network participation ~ Attend Annual Sourcewell Vendor Meeting for Networking and Education of Procurement Contract Best Practices ~ Provide Sourewell Pricing on Projects requested by Dealers or Direct Customers ~ Use Sourcewell Reporting Capabilities on an as need basis to help position potential opportunities ~ Positioning of Leasing Capabilities</p> <p>Enhanced Marketing Strategy ~ Continue with items listed above and add the following enhancements ~ Leverage historical Sourcewell Sales Successes by State, and Member Agency with a structured systematical approach to provide more consumer insight on the possibilities which exist to purchase our portfolio of products via the Sourcewell Contract. ~ Educate the dealer network and internal sales teams on proactive positioning of past contract successes ~ Enhance website Sourcewell visibility via our Find a Dealer Widget "Earlier Introduction to Procurement Contract Option." ~ Request and Provide MORE Sourcewell Banners Flags & Brochure Labels for Exclusive Hussey Dealer Network use at Trade Shows and Conferences ~ Investigate opportunity to join Sourcewell Vendor Advisory Team / Committee ~ Work with dealer network on the integration of Awarded Sourewell contract via the branding on each of their corporate websites and direct link back to https://www.sourcewell-mn.gov/ ~ Implement new pricing process where any project with potential procurement purchasing capabilities is quoted as a Sourcewell contract price to keep opportunity in front of exclusive dealer network on every project. ~ Provide budget pricing process for the dealer network, which includes Sourcewell pricing at the start of the process. ~ Proactively Position Leasing Capabilities from https://www.sourcewell-mn.gov/cooperative-purchasing/032615-ncl</p>
35	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Currently, our products are not available through an e-procurement ordering process.</p>

Value-Added Attributes

Line Item	Question	Response
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Safe operation and performance of our seating systems are a primary focus for every facility we provide seating and or inspection, service, and maintenance programs.</p> <p>Upon completion of the scoped work, we will conduct onsite training for the facility staff, the facility owner, and all key stakeholders. This training covers proper operational procedures, safety precautions, and processes to follow during set and strike of seating solutions. As well, this training also identifies adequate inspection and maintenance protocol base on current building code requirements.</p> <p>This training is offered as a standard feature at no additional charge to the customer. We also provide an Owners and Operation Manual and a complete video library of proper operation videos for future staff training and education.</p> <p>The lead installer or project manager will complete this training at the turnover meeting and or scheduled training event.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Our telescopic seating systems provide the following technological advances in the marketplace:</p> <ol style="list-style-type: none"> 1. Low Voltage Power – This system eliminates the potential of a line voltage electrical shock to the operator of the system when operating with damaged pendant control. The system is designed on 24 volts. 2. Wireless Controller – Wireless controller has an RFID tag, and the seating system has an RFID reader to activate the wireless controller for operation. Making the system safe and convenient for ease of operation. 3. Flex-Row Locking Systems – Flex-Rows accommodate ADA seating areas for patrons in wheelchairs and their companions. The flexible seating solutions are quick and easy to operate and allow the seating configuration to lock in the open and or closed position. The feature allows for quick set an strike of the seating system 4. Sure-Step – This is a hinged front step with integral wheels. The hinged solution provides easy operation for the facility staff to minimize the potential for trip and fall accidents. Also if the facility has ample floor space the front steps can remain in the down or use position while the seating system is operated reducing set-p and strike labor. 5. Auto-Rotating Aisle Rails – This simple integrated technological advance is the most important as it ensures the center aisle handrail is always centered and in the proper position when the system is in use helping with spectator safety and reducing the chance of trip and fall incidents.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Hussey Seating Company is the only North American seating supplier who offers telescopic and fixed seating products which comply with FSC Forest Stewardship Certification. https://info.fsc.org/details.php?id=a0240000007RRp0AAG&type=certificate</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We currently do not have any third party issued ratings and or certificates.</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Hussey Seating Company does not meet the Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran-owned business certifications yet we have the following dealerships and installation company in our partnerships in compliance.</p> <p>Dealership T.J. Distributors State VA Status SWaM (Small, Women-owned, and Minority-owned Business) Certified 653623</p> <p>Dealership T.J. Distributors State MD Status SBR (Small Business Reserve) Certified SB12-7859</p> <p>Dealership C.M. Eichenlaub State PA Status WBE (Women's Business Enterprise) Certified WBE 1801415</p> <p>Dealership C.M. Eichenlaub State PA Status WBE (Women's Business Enterprise) Certified WBE 1801415</p> <p>Dealership School & Office Products of Arkansas State AR Status Veteran's Owned Business U.S. Navy Corpsman 1967 - 1971</p> <p>Dealership School & Office Products of Oklahoma State OK Status Veteran's Owned Business U.S. Navy Corpsman 1967 - 1971</p> <p>Dealership Nickerson Corporation Inc State NY Status WBE (Women's Business Enterprise) Certified 55916</p> <p>Dealership Nickerson New Jersey Inc State NJ Status SBE (Small Business Enterprise) Certified A0070-16</p> <p>Dealership Southeastern Surfaces and Equipment State FL Status WBE (Women's Business Enterprise) Certified 11.09.2017 - 11.09.2019</p> <p>Installer Harriott Contracting LLC State MD Status MBE (Minority Business Enterprise) Certified 08-114</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>Hussey's unique attributes are based upon our long, proud 184-year history of the company. We are in business for the long haul (which means we are looking to transfer the company to the 7th generation) and have to treat our customers as they deserved. That means we are in the business of building long-term relationships and creating customers for life. We do this by collaboratively working with our customers, educating them on their options and exceeding their expectations with the product features, project management, installation professionalism, product aesthetics, performance, and value.</p> <p>Then we back it with the best product warranties in our industry. We are providing our customers and Sourcewell Members a sound piece of mind which simplifies the purchasing process.</p>
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	<p>As identified earlier we have a complete Canadian Exclusive Distribution Channel of partners who represent our product and services across the Canadian provinces and are willing to sell to any Sourcewell Member Agencies in Canada.</p> <p>Currently, we supply our Canadians dealers with https://www.sourcewell-mn.gov/compliance-legal/Canada & Group Buying Reference Guide - Canada (PDF)</p> <p>They are all excited and currently trying to position the current Sourcewell Contract on potential sales opportunities.</p>

Warranty

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	<p>Yes, we have standard product warranties which typically exceed the industry standards as well as offer one-year product warranties to meet any project specifications by other suppliers.</p> <p>Product warranties can be located at this location as well as on the product file upload with this proposal https://www.husseyseating.com/warranties</p>
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Yes, here are the standard exclusion to the warranty</p> <p>EXCLUSIONS AND CONDITIONS: This warranty excludes and does not apply to:</p> <ul style="list-style-type: none"> ~ Normal wear and tear, abuse, neglect, vandalism, or misuse of Product all as determined by Hussey Seating in its sole discretion. ~ Casualty loss or other Acts of God. ~ Product altered or modified by the user. ~ User attached accessories. ~ Consumable Products; light bulbs, lamps, ballasts, etc.. ~ Products not installed by Hussey Seating Approved Installers. ~ Applied Graphic Solutions. ~ Products not properly maintained in accordance with Hussey Seating Operating & Maintenance Procedures & Inspections. ~ Non standard material and color finishes whether purchased by the customer or Hussey Seating Company. ~ Natural variations occurring in wood and / or color fastness and / or variations in matching of colors, grains or textures of materials shall not be considered defects. ~ Polymer Colors will not fade greater than 5 Delta-E units measured within CIE L*a*b color space. Powder Coat finish will not fade greater than 5 Delta-E units measured by Hunter L*a*b Color difference per ASTM D2244.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Yes, we will cover warranty service for items made by other manufacturers that are part of our proposal.</p> <p>Our product warranty covers any products delivered and installed by Hussey Seating Company. This way of conducting business/standing behind your product is what we have done for 184 years and many to come.</p>
48	What are your proposed exchange and return programs and policies?	<p>Typically once the product is installed, and the turn over meeting has occurred, we do not see product returns.</p> <p>As indicated in a previous answer, we are in business to create customers for life, and we do this by treating them right. If there is ever a discussion regarding a return, we work with the customer via our proper sales channel and our Dealer Support Team, and we make it right. That is part of our DNA of the Hussey Company and Family Values.</p> <p>We have never had a product returned in my 33 years with the company.</p>
49	Describe any service contract options for the items included in your proposal.	<p>All of our products require an inspection, service, and maintenance programs which can be offered and purchased at the time of order or a later date.</p> <p>The telescopic products require bi-annual service to comply with local building codes, so we strongly encourage a service plan or at the minimum an understanding of the proper requirements to maintain a safe seating system for patrons, players, and operators for the life of the product.</p>

Payment Terms and Financing Options

Line Item	Question	Response
50	What are your payment terms (e.g., net 10, net 30)?	net 30
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Yes, when requested we were providing leasing options from https://nationalcooperativeleasing.com/cooperative-purchasing/</p> <p>We have not secured an order to date via this finance option yet continue to try this position when the customer requests this option.</p> <p>Currently, we are upgrading our contract page on our websites to include leasing as an option and are working with our sales team to re-educate them and provide an incorporated leasing quote tool to simplify the process.</p> <p>This process is a direction we have tried in the past, yet we have had some leadership position changes, and I believe the environment is right to make this formerly happen.</p> <p>After discussions with NCL and their leadership team, I believe the more we show our potential customers this purchasing vehicle the more opportunities will surface and our success rate will increase.</p>
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>We intend to continue to leverage our existing Sourcewell Procurement Process, which is as follows:</p> <ol style="list-style-type: none"> 1. The customer provides Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team Membership Number and Desire to purchase product off Sourcewell Awarded Contract Number 2. Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team Provides a copy of Sourcewell Quote with documentation regarding Sourcewell Awarded Contract Number and Member Number. 3. Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team provide documentation of Actual Customer Quote with Final Sell Price and Customer PO to Dealer and/or Hussey Direct Sales Team 4. Internal Quote Tool Captures Member Agency Name, Member Number and Final Sell Price for Formal Sourcewell Quarterly Reporting at time of order entry 5. Finance completes Quarterly reporting via reporting dashboard and provides to Hussey Contract Administrator for review and approval on Quarterly basis [Calendar Year Based on Shipment Transactions] 6. Contract Administration submits the report to Sourcewell w/ Administration Fee
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, we accept the P-card procurement and payment process. There is no additional cost for this process.

Pricing and Delivery

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

Line Item	Question	Response
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Hussey Seating Company is proposing to leverage our existing line item pricing matrix for consideration and inclusion in our Sourcewell proposal.</p> <ol style="list-style-type: none"> 1. Product Ordering Instruction Tab Identifies Pricing Inclusion 2. The product line item will show a list price and unit of measure 3. Each product line will have a Sourcewell product line discount 4. Pricelist will show volume discounts based on order size
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>The following product lines will carry a specific MSRP discount to achieve a net price as indicated on the Product Ordering Instruction Page.</p> <p>Hussey Telescopic Seating 40% Discount of List Hussey Fixed Seating 40% Discount of List Hussey PERMA-CAP and PERMA-PLANK Seating 5% Discount of List Clarin Portable Chair by husseyseating 43% Discount of List</p> <p>Each line will also carry an additional volume discount.</p>

56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Volume pricing discounts for Telescopic Seating is divided into the following quantity ranges</p> <p>0 - 400 Seats 400 - 800 Seats 800 - 1200 Seats 1200 - 1600 Seats 1600 - 2000 Seats 2000 - 2400 Seats 2400 - 3000+ Seats</p> <p>Volume pricing discounts for Fixed Seating is divided into the following quantity ranges</p> <p>25 - 149 Seats 150 - 249 Seats 250 - 749 Seats 750+ Seats</p> <p>Volume pricing discounts for Clarin Portable Chair Seating is divided into the following quantity ranges</p> <p>1 - 12 Chairs Add 30% to list price 13 - 23 Chairs Add 15% to list price 24 Chairs Reference Price List</p>
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Hussey Seating would like to propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options".</p> <p>In our markets, these solutions tend to be custom engineered and manufactured due to layout complexities, customer desires, or customization requirements based on building conditions and code requirements. We recommend we quote these at cost plus for discussion with the customer on creating "The Best Value Solution."</p>
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We do not have any element of the total cost of acquisition that is NOT included in the pricing submitted with our response.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Our Clarin portable chair seating is offered at a discounted product price off list. Freight is handled on a per-project basis and can be defined as FOB North Berwick or FOB Destination.</p> <p>Freight quotes can be completed by the Clarin product team and or directly by the customer.</p> <p>If Hussey completes the freight quote it will be cost plus.</p>
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We recommend for freight, shipping, and delivery terms available for Alaska, Hawaii, or any offshore deliveries we quote these at cost plus for discussion with the customer on creating "The Best Value Solution and timing." If not a preferred approach by the customer also has the ability to purchase the product FOB, North Berwick, if desired.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not Applicable

Pricing Offered

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

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>We intend to continue to leverage our existing Sourcewell Procurement Process, which is as follows:</p> <ol style="list-style-type: none"> 1. The customer provides Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team Membership Number and Desire to purchase product off Sourcewell Awarded Contract Number 2. Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team Provides a copy of Sourcewell Quote with documentation regarding Sourcewell Awarded Contract Number and Member Number. 3. Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team provide documentation of Actual Customer Quote with Final Sell Price and Customer PO to Dealer ad or Hussey Direct Sales Team 4. Internal Quote Tool Captures Member Agency Name, Member Number and Final Sell Price for Formal Sourcewell Quarterly Reporting at time or order entry 5. Finance completes Quarterly reporting vis reporting dashboard and provides to Hussey Contract Administrator for review and approval on Quarterly basis [Calander Year Based on Shipment Transactions] 6. Contract Administration submits the report to Sourcewell w/ Administration Fee
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>We want to propose the following administrative fee to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract.</p> <p>2% Administration Fee Quarterly Total Revenue Tranactions \$0.00 - \$1,00,000</p> <p>1.5% Administration Fee Quarterly Total Revenue Tranactions \$1,00,001 - \$5,00,000</p> <p>1% Administration Fee Quarterly Total Revenue Tranactions \$5,00,001+</p>

Industry Specific Questions

Line Item	Question	Response *
65	Describe any quality management and environmental system certifications attained by your organization.	<p>Hussey Seating Company is certified and leverages EN 1090 quality compliance management system.</p> <p>Certificate Number: 0086-CPR-60038</p> <p>Copy of Certificate provided un document upload</p>
66	Describe your engineering/manufacturing capabilities, both in-house and out-sourced.	<p>At Hussey Seating Company, we have a direct team of engineers located at our North Berwick corporate headquarters which focus on New Product Development, Product Packaging, Product Engineering, Application / Project Layout Engineering, and Manufacturing/Process Engineering.</p> <p>We also have engineering outsource capabilities in the UK at our sister company HusseySeatway and our Vietnam office that we can leverage as required.</p> <p>In the US and Vietnam, we employ a total number of 26 registered engineers.</p> <p>As required, we also leverage local outside engineering firms to complete and validate independent product testing for our marketing efforts</p>

67	Describe your project design approach and related applications of technology.	<p>Our project design approach starts with our experienced dealer or direct sales staff while working collaboratively with our customers [Owners, Architects, Designers, and Contractors].</p> <p>Designs start with a field check and or architectural drawing, and an understand of the project design intent and vision for the project.</p> <ol style="list-style-type: none"> 1. We start with an AutoCad proposal drawing to show the customer the potential basis of design. 2. If this design concept is selected, we can then leverage our 3D Revit files to help the customer better visualize what the facility will look like when complete. [Example File Upload data] <p>This process eliminates any confusion and allows for a common understanding of products design, and product aesthetics.</p> <ol style="list-style-type: none"> 3. Once approved for production, the engineer files are complete and sent to the shop to drive the manufacturing systems. 4. Installation drawings are provided in digital a hardcopy format for product assembly and owner reference. <p>We also incorporate virtual graphics to show graphic packages and concepts for approval prior to production.</p>
68	Describe your compliance with building codes including ADA compliance, etc.	<p>All of our products and project layouts are designed to comply with all required building codes and ADA Federal mandates. Hussey Seating will not provide or install a layout drawing showing a facility out of code compliance. We believe we must educate our customers about what is required and make sure we are doing the right thing for safety and not cutting corners for a cost-saving solution.</p> <p>We work collaboratively with building code officials to make sure we all have the same understanding and interpretation of the required codes.</p>
69	Describe your post-purchase involvement in projects that will help drive value to Sourcewell members.	<p>Our post-purchase involvement in projects that will help drive value to Sourcewell members is our local Exclusive Dealer Network. Our dealers live in their customer's, your members local communities and provide support for the life of the products.</p> <p>No matter what time zone they may be located in they have a Hussey Seating contact ready and able to assist for new projects, project enhancements, renovations, service, and repair anytime.</p> <p>Not all manufacturers can make this statement.</p>
70	Describe any sponsorship, promotional, or revenue generating attributes of the equipment or products included in the proposal, and identify any support or training available to members related to implementation of those solutions.	<p>Our Total Graphics Package [See Attached PDF] provides revenue generation opportunities on telescopic products and fixed seating solutions can incorporate custom graphic logos and integrated donor plates.</p> <p>Each of these graphic solutions can provide opportunities for facilities to leverage sponsorship or commercialism for revenue generation.</p> <p>We provide design consultation on a per-project basis to understand the desired approach and expectation of the revenue generation programs in consideration and how it may affect the local marketplace and specific vertical market segment.</p> <p>Each market has different requirements, visibility expectations, length of contracts, ease of interchangeability, life cycle management.</p> <p>We leverage our experience and knowledge that we gain from all our global customer's and start by listening then discussing and providing concepts for the customer's specific needs and desires.</p>
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>If awarded another Sourcewell contract, Hussey Seating would continue to monitor the following and integrate new enhanced measurements.</p> <p>Existing Contract Measurements ~Sourcewell Booked Orders by FY Month ~Sourcewell Delivered Orders by FY Month ~Sourcewell Booked Orders by FYTD ~Sourcewell Delivered Orders by FYTD</p> <p>FY Compared to FY 5 Year Trend Data</p> <p>New Enhanced Measurements ~Same reports as shown above and new reports below plus the integration of active Sourcewell Quote Data</p> <p>~Sourcewell Booked Orders by FY Month Dealer & Direct ~Sourcewell Delivered Orders by FY Month Dealer & Direct ~Sourcewell Booked Orders by FYTD Dealer & Direct ~Sourcewell Delivered Orders by FYTD Dealer & Direct</p>

Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - 01 Exhibit A - Letter of Credit - Hussey Seating Company.PDF - Tuesday September 17, 2019 12:45:08
 - [Marketing Plan/Samples](#) - Example Marketing Positioning of Sourcewell and Engineering Resources.pdf - Tuesday September 17, 2019 13:58:59
 - [WMBE/MBE/SBE or Related Certificates](#) - wmbe mbe sbe certificates.pdf - Tuesday September 17, 2019 12:49:51
 - [Warranty Information](#) - Warranty Documents.pdf - Tuesday September 17, 2019 12:56:08
 - [Pricing](#) - CONTRACT Hussey+Seating and Clarin by husseyseating Price List EFFECTIVE JAN 2020.xls - Tuesday September 17, 2019 12:44:53
 - [Additional Document](#) - HSC Customer Reference EN1090 Certificate FSC Certification.pdf - Tuesday September 17, 2019 14:13:13

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Event Seating_Addendum_2 Tue September 10 2019 08:19 AM	<input checked="" type="checkbox"/>	--
Event Seating_Addendum 1 Thu September 5 2019 09:00 AM	<input checked="" type="checkbox"/>	--

2022 Local Education Agency Compliance Report

Local education agencies (LEAs) are required to comply with all federal and state education laws and State Board of Education (SBE) rules. This annual compliance report is one mechanism the department uses to ensure education laws and rules are faithfully executed. The commissioner of education is charged with taking corrective action when an LEA is noncompliant with those laws and rules or is not following a department-approved compliance plan.

Each LEA must submit this report and, if applicable, the corresponding corrective action plan, to the department by **November 30, 2022**. During completion, an LEA should carefully check the status of its compliance with all federal and state education laws and SBE rules. The department monitors and verifies LEA compliance via multiple data sources (e.g., Education Information System, internal program managers) and will consider those sources in making a final determination of an LEA's compliance. Please be advised annual compliance report data may inform an LEA's approval classification.

I certify that the LEA is in compliance with all federal and state education laws and SBE rules.

I certify that, with the exception of areas indicated in the **attached corrective action plan**, the LEA is in compliance with all federal and state education laws and SBE rules.

LEA Name:

Director of Schools/Superintendent Name:

Director of Schools/Superintendent **Signature:**

School Board Chair Name:

School Board Chair **Signature:**

Date of School Board Approval:

UPLOAD COMPLETED REPORT TO ePlan BY **NOVEMBER 30, 2022**

(including the corresponding corrective action plan if applicable).

Upload instructions are accessible [here](#).



Math Textbook Adoption Committee
 Adoption Process – School Year 2022-23
 Implementation Process – School Year 2023-24

School	Name	Grade/Course/Association	Role
Donelson Elementary	Cecelia Dubuisson	Kindergarten	Teacher
Donelson Elementary	Leslie Harris	First Grade	Teacher
Donelson Elementary	Kodie Norville	Second Grade	Teacher
Donelson Elementary	Kelly Wortham	Third Grade	Teacher
Donelson Elementary	Angela Levin	Fourth Grade	Teacher
Donelson Elementary	Teri Johnson	Fifth Grade	Teacher
Donelson Elementary	Melanie Atkins	Representative	Parent
Arlington Elementary	Alison Brewington	Kindergarten	Teacher
Arlington Elementary	Diana Raney	First Grade	Teacher
Arlington Elementary	Carol Benjamin	Second Grade	Teacher
Arlington Elementary	Terrisita Freeman	Third Grade	Teacher
Arlington Elementary	Sherryn Henrikson	Fourth Grade	Teacher
Arlington Elementary	Lisa Brigance	Fifth Grade	Teacher
Arlington Elementary	Brooke Sullivan	Representative	Parent
District Office	Andrea Cotner	Elementary	Supervisor
Arlington Middle	Jennifer Harvey	Sixth Grade	Teacher
Arlington Middle	Julia Moeller	Seventh Grade	Teacher
Arlington Middle	Alanna Fausel	Eighth Grade	Teacher
Arlington Middle	Janet Baker	Algebra I	Teacher
Arlington Middle	Susan Bain	Representative	Parent
District Office	Trassey Evans	Middle	Supervisor
Arlington High	Candice McGuire	Algebra I	Teacher
Arlington High	Kristin Tucker	Geometry	Teacher
Arlington High	Denita Deaton	Algebra II	Teacher
Arlington High	Carla Parham	Upper-Level Math Courses	Teacher
Arlington High	Jennifer Luttrell	Upper-Level Math Courses	Teacher
Arlington High	Barbara Wilson	Representative	Parent
District Office	Kim Douglas	High School	Supervisor
District Office	Jeffery Mayo	District	Ex-Officio Member

-If additional textbooks/courses become available for preview that require additional committee members, the local board of education will be notified for review and approval.

EXHIBIT “A”



**ACSBE'S
GENERAL TERMS AND
CONDITIONS FOR
CONSTRUCTION CONTRACTS**

ACSBE'S GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION CONTRACTS

SECTION 1. DEFINITIONS

- (a) The "Contract" means the written contract between the Contractor and ACSBE, comprised of the written contract itself and all documents defined as Contract Documents therein.
- (b) "Contract Documents" means the documents that comprise the Contract, as more fully set forth in the Contract.
- (c) "Contract Price" means the Maximum Guaranteed Price, as it may be adjusted by Change Order.
- (d) "Contract Time" means the period of time established in the Contract within which the Work must be Substantially Completed. The Contract Time can be adjusted only by Change Order.
- (e) "Contractor" means the person or entity hired by ACSBE to serve as a Construction Manager.
- (f) "Legal Requirements" means any and all requirements of law, code, permit, regulation, rule, order, judgment, decree, ordinance, or provision of any federal, state, or local government agency, authority, or court pertaining to (i) the Contract, or (ii) the Work undertaken by the Contractor pursuant to the Contract.
- (g) "Materials" means collectively the supplies, apparatus, appliances, equipment, fixtures, tools, implements, and other materials required for and in connection with the Work.
- (h) The "ACSBE" or "Owner" means Arlington Community Schools Board of Education.
- (i) "Services" means collectively the labor, supervision, transportation, utilities, storage, and all other services required for and in connection with the Work.
- (j) "Site" means the geographical location of the Project as more fully described in the Contract Documents.
- (k) "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- (l) "Subcontractor" means a person or entity who or which performs and/or supplies a portion of the Work pursuant to a contract or subcontract with Contractor or any Subcontractor Manager, *e.g.*, the term refers to a subcontractor of any tier.
- (m) "Substantial Completion" of the Work, or of a designated portion, means that the Work is sufficiently complete in accordance with the Contract Documents so that ACSBE may occupy, operate, or use the Work, or designated portion, for the purpose for which it is intended as more fully defined in Section 1 (n) below.

- (n) “Substantial Completion Date” means the required date for Substantial Completion of the Project. The Substantial Completion Date can be adjusted only by written Change Order.
- (o) The “Work” is the performance and supply of all work, labor, services, materials, supplies, equipment, supervision, and all things necessary to do what is required pursuant to the Contract.
- (p) The term “or” means and/or.

SECTION 2. CONTRACTOR’S PERFORMANCE GENERALLY

(a) In performing its obligations under this Contract, Contractor and its subcontractors shall be deemed independent Contractors and not agents or employees of ACSBE. Contractor is solely and exclusively responsible for the manner and means of doing the Work. ACSBE shall rely upon the organization, management, skill, cooperation, and efficiency of the Contractor to supervise, direct, control, coordinate, and manage the Work, the Site, and the work of the Subcontractors, suppliers, and other contractors (if any).

The Contractor, its subcontractors and ACSBE are not to be considered to be “joint employers”.

(b) Contractor shall perform its obligations under this Contract in a diligent and expeditious manner and that such performance shall include all actions necessary and required to complete the Work properly within the duration established. Performance by the Contractor shall be required to the extent set forth in the Contract Documents or reasonably inferable from the Contract Documents as being necessary to produce the intended results.

(c) Contractor shall furnish all labor, materials, equipment, tools, supervision and other goods and services unless expressly stated otherwise in the Contract. The Contractor shall not use tools or equipment belonging to ACSBE without prior approval. If ACSBE’s tools and equipment are approved for use, all such tools and equipment shall be returned to ACSBE in satisfactory condition prior to final payment.

(d) All Work when completed by the Contractor shall be delivered to ACSBE in a complete, undamaged state for use and/or occupancy by ACSBE.

(e) Contractor shall be, and shall remain at all times during the term of the Contract, lawfully licensed, with the appropriate classification and with sufficient financial limits to perform the Work, as required by the State of Tennessee.

SECTION 3. SUPERINTENDENCE BY THE CONTRACTOR

(a) At all times during performance of this Contract and until the Work is completed and accepted, the Contractor shall directly superintend the Work who is satisfactory to ACSBE and has authority to act for the Contractor.

(b) The Contractor shall ensure that only those persons having authorized business in connection with the Contractor are allowed on the Site. The Contractor shall require unauthorized personnel to leave the Site immediately and shall notify Tim Ruff and, if necessary, the Shelby County Sheriff’s Office. All visitors to the Site, other than ACSBE personnel, shall be escorted by a representative of the

Contractor and shall not be left unattended at any time while on the Site. The Contractor shall restrict access to the Site during non-working hours or anytime the Site is unoccupied for any reason. The Contractor shall ensure that those areas “off-limits” to both construction and non-construction personnel are clearly and appropriately posted.

SECTION 4. CONTRACTOR’S REPRESENTATIVE

(a) The Contractor’s Representative specified in this Contract is considered to be essential to the Work being performed hereunder.

(b) If the Contractor’s Representative becomes unavailable to perform services in connection with this Contract, as a result of death, incapacity, promotion, resignation, termination of employment or similar reasons, then the Contractor, subject to the approval of ACSBE, shall promptly appoint a replacement.

SECTION 5. MATERIAL AND WORKMANSHIP

(a) All equipment, material, and articles incorporated into the Work covered by this Contract shall be new and of the grade specified, unless otherwise expressly provided for in this Contract.

(b) Materials specified by reference to a specific standard, such as a commercial standard, ASTM specification, NEMA or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the applicable governmental approval or permit except as limited to type, class or grade, or modified in such references.

(c) The Contractor shall immediately report to ACSBE any and all errors, inconsistencies or omissions discovered in all documents related to the Work covered by this Contract. The Contractor shall be liable to ACSBE for any damage resulting from its failure to report any errors, inconsistencies or omissions in the Contract Documents that the Contractor reasonably should have recognized using ordinary due diligence as a general Contractor. If the Contractor performs any construction activity that involves an error, inconsistency, or omission in the Contract Documents of which it knew or should have known without such notice to ACSBE, the Contractor shall be liable to ACSBE for any and all damages arising out of such performance including all attributable costs for correction and delay.

(d) ACSBE reserves the right to reject items incorporated into the Work that fail to meet the specified minimum requirements of the standard specifications. ACSBE further reserves the right to accept non-complying items subject to an adjustment in the Contract Price.

(e) All Work under this Contract shall be performed in a skillful and workmanlike manner. ACSBE may require, in writing, that the Contractor remove from the Work any employee ACSBE deems incompetent, careless, or otherwise objectionable.

SECTION 6. SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall take all reasonable and necessary precautions in the performance of the Work under this Contract to protect the safety and health of employees and members of the public. All Work shall comply with “Occupational Safety and Health Standards” and the “Safety and Health Regulations for Construction” as promulgated by the Department of Labor, and all applicable environmental, safety and

health laws, directives, regulations and requirements (including reporting requirements) of ACSBE, and other relevant federal, state and local agencies.

SECTION 7. FIGHTING, VANDALISM, INAPPROPRIATE BEHAVIOR, NO HARASSMENT

(a) Fighting, destruction of property, vandalism, graffiti, littering, horseplay of any kind, inappropriate behavior or language, or any action, act, or conduct deemed by ACSBE to be detrimental to the dignity and decorum of ACSBE are strictly prohibited.

(b) Contractor shall take all necessary steps to ensure that none of its employees or Subcontractors' employees engage in harassment, intimidation, coercion, or verbal abuse on ACSBE's premises.

(c) If such conduct occurs, Contractor will take all necessary steps to stop it and prevent its future occurrence, including, but not limited to, the immediate dismissal or transfer of personnel. This policy will be strictly enforced.

SECTION 8. NO WEAPONS, ALCOHOL, DRUGS, SMOKING

(a) The use, possession, distribution, or sale of any weapon, alcohol, or illegal drug or controlled substance while on ACSBE property or while engaged in performing services for ACSBE is strictly prohibited. Offenders shall be immediately removed from ACSBE property.

(b) Smoking and/or carrying a lighted cigarette, cigar, or pipe and/or vaping is prohibited on or in any ACSBE property. The Contractor shall enforce this policy on the Site at all times. Failure of the Contractor to enforce this provision shall be considered to be a material breach of contract.

SECTION 9. DISPOSAL AND SALVAGE

Unless otherwise directed by Tim Ruff, all debris and products of demolition not designated for reuse, salvage and/or delivery to ACSBE shall be removed from the premises and disposed of by the Contractor at the Contractor's expense.

SECTION 10. CLEANING UP

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the Work, the Contractor shall remove from the Work site any rubbish, tools, scaffolding, equipment, and materials that are not the property of ACSBE. Upon completing the Work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to ACSBE. If the Contractor fails to clean up as provided in the Contract, ACSBE may after twenty-four (24) hours' prior written notice, do so and the cost thereof shall be paid by the Contractor or deducted from amounts otherwise payable to the Contractor.

SECTION 11. USE OF FACILITIES/SITE

All ACSBE facilities are off limits to all Contractor and Subcontractor employees, unless otherwise approved in advance by ACSBE. The Contractor shall confine all operations (including storage of materials) on ACSBE premises to areas authorized or approved by ACSBE.

SECTION 12. WEATHER CONDITIONS/WORK IN FREEZING WEATHER

- (a) In the event of temporary suspension of the Work, or during inclement weather, or whenever ACSBE shall direct, the Contractor will ensure that all Work and Materials, whether housed on the work site or elsewhere, are fully protected against damage or injury from the weather. If, in the opinion of ACSBE, any Work or Materials have been damaged by reason of the failure of the Contractor or any of its Subcontractors to protect the Work and Materials, such Works and Materials shall be replaced at the expense of the Contractor.
- (b) Unless written permission is given, Work susceptible to being affected by frost or freezing temperatures shall be suspended. When Work proceeds under such a condition, the Contractor shall provide approved facilities for heating the materials and for protecting the finished Work.

SECTION 13. NOISE

- (a) Contractor shall not create excessively loud noise during construction operations that will cause discomfort to building occupants and the community. Operations that create excessively loud noise, as determined by ACSBE, will be reviewed with and require prior approval from ACSBE.
- (b) Measures to lessen construction/demolition noise will be reviewed with ACSBE, with agreed upon measures to be implemented by the Contractor at no cost to ACSBE.
- (c) Contractor shall take whatever actions necessary to limit other types of non-construction noise by vehicles, Contractor and Subcontractor employees (including worker's voices), music, material deliveries, and power hand tools.
- (d) Construction and related noise is prohibited during the times set forth by local ordinances or federal, state or local laws or regulations.
- (e) ACSBE may, at its discretion, prohibit or restrict Work from being performed during certain events (*e.g.*, "Athletic Events", "Commencement," *etc.*) or times when noise, traffic and security concerns dictate.

SECTION 14. USE OF SITE

Contractor shall confine operations at the Site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the Site with Materials or equipment.

SECTION 15. PARKING

Employees of the Contractor and all Subcontractors shall park in a designated location at or near the Site. The Contractor is responsible for managing the transportation of workers to and from any designated parking area.

SECTION 16. COMPLETION

Time is of the essence for all provisions of the Contract.

Contractor shall achieve the Substantial Completion Date.

SECTION 17. ACCEPTANCE AND FINAL PAYMENT

(a) As soon after the completion of the Work required hereunder as is reasonably practical, a thorough examination of the Work will be made by or at the direction of ACSBE. If such Work is found by ACSBE to fully comply with the requirements of this Contract, a statement will be made by ACSBE that such Work is accepted by ACSBE. By accepting the work, ACSBE does not waive any rights, claims, or remedies, including without limitation claims for latent defects, fraud, or such gross mistakes and/or warranty or guarantee provisions of this Contract. The final payment will then be made in accordance with the payment provisions of this Contract.

(b) Other than as specifically provided in this Contract, neither payment to the Contractor, utilization of the Work for any purpose by ACSBE, nor any other act or omission by ACSBE shall be interpreted or construed as an acceptance of any Work not strictly in compliance with this Contract.

(c) Acceptance by the Contractor of final payment shall constitute a release of ACSBE from any and all claims that were made or could have been made by the Contractor against ACSBE arising out of or relating to this Contract as of the date of acceptance of that final payment.

SECTION 18. WARRANTIES AND GUARANTEES

Five-Year Warranty. The Contractor upon request of ACSBE shall promptly correct all failures or defects in its scope of the Work for a period of five (5) years after the actual date of Substantial Completion, or the date of acceptance of ACSBE, whichever is later. Should the Contractor fail to promptly correct any failure or defect, ACSBE may take whatever actions it deems necessary to remedy the failure or defect and the Contractor shall promptly reimburse ACSBE for any expenses or damages it incurs as a result of the Contractor's failure to correct the failure or defect.

SECTION 19. INSURANCE

A. CONTRACTOR'S INSURANCE

1. Policies. Contractor shall procure and maintain in effect during the term of the Project, and for such longer periods as required by the Project, the insurance coverages described below. All of the following insurance coverages shall be placed with insurance companies rated A++ by the most current AM Best's Insurance Company Rating Guide. Such insurance companies shall be authorized to do business in the State of Tennessee.

1.1 Worker's Compensation and Employers' Liability Insurance.

(a) Worker's Compensation Insurance with statutory benefits and limits which shall fully comply with all State and Federal requirements applying to this insurance and which shall contain a waiver of subrogation in favor of ACSBE.

(b) Coverage "B" Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per accident, One Million Dollars (\$1,000,000.00) each employee for bodily injury due to disease and One Million Dollars (\$1,000,000.00) policy limit on bodily injury due to disease. Contractor may provide the coverage required herein through the use of a primary liability policy or through a combination of primary liability and umbrella excess liability policies.

1.2 Business Automobile Liability Insurance. Automobile Liability Insurance in Contractor's name including owned, non-owned, leased and hired motor vehicle coverage. Limits of Liability shall not be less One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage. ACSBE shall be named as Additional Insured.

1.3 Commercial General Liability Insurance. Commercial General Liability Insurance in Contractor's name which shall include, without limitation: Bodily Injury, Property Damage, Personal Injury, Independent Construction Manager's Liability, Explosion, Collapse and Underground Damage Liability (commonly referred to as X, C & U Hazards), Products and Completed Operations (maintained for a minimum period equal to the greater of (i) the period under which a claim can be asserted under the applicable statutes of limitations and/or repose or (ii) four (4) years after Substantial Completion of the Work), Blanket Contractual Property Damage coverage, with combined single limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate. Contractor may provide the coverage required herein through the use of a primary liability policy or through a combination of primary liability and umbrella excess liability policies. Coverage should be primary and non-contributory irrespective of other insurance carried by ACSBE. Such liability policies must be further endorsed to name ACSBE and each of the Additional Insureds. The policy shall identify all Additional Insureds on an endorsement to the policy. These Additional Insured endorsements must, when used together, include coverage for the benefit of the Additional Insured(s) for both premises and operations, and completed operations claims. Contractor and each Subcontractor shall also provide a waiver of subrogation in favor of ACSBE and Additional Insureds.

SECTION 20. INDEMNIFICATION AND DEFENSE

(a) **Indemnification and Defense.** Contractor shall indemnify and defend (with counsel satisfactory to the parties indemnified) ACSBE, its elected officials, attorneys, Superintendent, employees and agents (collectively the "Covered Parties") from and against all claims, damages, losses and expenses arising out of (i) the performance or nonperformance of the Work by the Contractor, any Subcontractor, or anyone for whose acts they are responsible, or (ii) the Contractor's performance or nonperformance of its obligations under the Contract, including but not limited to claims, damages, losses, expenses and/or attorney's fees that (a) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of or damage to tangible property (other than the Work itself) including loss of use resulting therefrom, and (b) regardless of whether such claims are caused in part by the negligence or other fault of the Covered Parties or any of them. The terms "damages," "losses" and "expenses" shall include all costs and expenses of whatever nature or type, including judgments, arbitration awards, settlements, court costs, litigation expenses, and attorneys' fees in connection therewith. The parties acknowledge and agree that the foregoing indemnification obligation shall not be limited by applicable workers compensation laws. Limits of liability provided in any applicable insurance coverage provided by the Contractor pursuant to the Contract, or otherwise, shall not diminish or limit the Contractor's indemnification obligations.

(b) **Employee Claims.** Without limiting in any way the breadth of this Section 20, Contractor specifically acknowledges its obligation to indemnify and defend ACSBE from and against any claim which may be asserted by or on behalf of any employee of Contractor, Subcontractors and suppliers alleging bodily injury, sickness, disease or death, or injury to or destruction of tangible property sustained by said employee in connection with the Work.

Likewise, Contractor acknowledges its obligations to indemnify and hold harmless ACSBE for claims against ACSBE that stem from Contractor's or subcontractor's employees' claims pertaining to Contractor's or subcontractor's violation of any state or federal laws, including but not limited to the Fair Labor Standards Act, National Labor Relations Act, Davis-Bacon Act, and Title VII of the Civil Rights Act of 1964, as amended.

(c) **Survival.** All of Contractor's indemnity and defense obligations under this Contract, including but not limited to its obligations under this Section 20, shall survive termination of this Contract.

SECTION 21. BONDS

Prior to the commencement of Work under the Contract, the Contractor will execute and provide to ACSBE a good and solvent payment and performance bond in the amount of the parties' Contract, to the effect that the Contractor will pay for all the labor and materials used by Contractor or by any Subcontractor, immediate or remote, in connection with the Contract. The bond shall provide that the Contractor shall promptly make payment when due of all taxes, licenses, assessments, contributions, penalties and interest on the project.

SECTION 22. COMPLIANCE WITH LAWS/NO DISCRIMINATION

(a) Contractor shall control the manner and means of the Work so as to perform the Work in a reasonably safe manner and comply fully with all applicable building and safety codes, regulations and construction requirements imposed or enforced by any federal, state or local governmental agencies, including all applicable Occupational Safety and Health Administration (OSHA) requirements. No acts or statements by ACSBE during the performance of the Work shall limit the Contractor's sole responsibility for complying with all legal requirements, including all applicable building and safety codes, regulations and construction requirements imposed or enforced by any federal, state, or local governmental agencies.

(b) Contractor shall immediately advise ACSBE of any violation notice issued to them by any authority having jurisdiction and shall provide ACSBE a copy of said violation notice. Contractor shall appear at hearings, proceedings or in court with respect to such compliance or with respect to violations or claimed violations of legal requirements, and pay all legal fees, fines and penalties incurred by or imposed upon ACSBE relating to Contractor's noncompliance, violations or claimed violations.

(c) Contractor will not discriminate against persons, including but not limited to those employed or otherwise retained in connection with the Work and applicants for any such employment, on the basis of personal beliefs or characteristics such as political views, religion, national or ethnic origin, race, color, sex, sexual orientation, age, marital status, veteran status or disabilities. To the extent applicable, and unless a relevant exemption under the law exists, Contractor will comply, and cause all Subcontractors to comply, with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967 (Equal Opportunity), and all rules, regulations, orders, and other directives promulgated thereto. Violation of this provision shall be a material breach of the Contract, and may result in termination or suspension of the Contract in whole or in part.

(d) Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor Regulations (29 C.F.R., Part 3).

- (e) Contractor agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. §§ 327-330) as supplemented in Department of Labor Regulations (29 C.F.R., Part 5).
- (f) Contractor agrees to comply with T.C.A. § 12-4-119 in regard to Boycotts of Israel.
- (g) Contractor agrees to comply with the Drug Free Workplace Requirements of T.C.A. § 50-9-113.
- (h) Contractor agrees to comply with T.C.A. § 12-12-101, *et seq.* in regard to the Iran Divestment Act.

SECTION 23. APPLICABLE LAW

The Contract, including these General Terms and Conditions, shall be construed under, and disputes arising out of or related to the Contract shall be governed by, the laws of the State of Tennessee, exclusive of choice of law provisions thereof.

SECTION 24. NO WAIVER

Unless otherwise specifically provided for in this Contract, no consent or waiver, express or implied, by either party to this Contract with respect to any breach by the other of any obligations hereunder shall be deemed or construed to be a consent or waiver with respect to any other breach by such party hereunder, failure on the part of either party to complain of any act or failure to act on the part of the other party or to declare the other party in breach hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

SECTION 25. TERMINATION

(a) If Contractor shall:

- (1) fail to commence the Work in accordance with the provisions of this Contract or fail to perform the Work to completion in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract Documents, including the Scheduled Completion Date;
- (2) fail to perform any of its obligations under the Contract Documents; or
- (3) fail to make proper payment to a Subcontractor, supplier, or laborer,

then ACSBE shall have the right, if Contractor shall not cure any such default within three (3) business days of receipt of written notice by the Contractor, to:

- (i) terminate the Contractor's right to proceed under this Contract;
- (ii) take possession of and use all of or any part of Contractor's equipment, materials, supplies and other property of any kind used by Contractor in the performance of the Work, and to use such property in the completion of the Work; or
- (iii) complete the Work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by ACSBE shall not be deemed a waiver

of any other right or remedy of ACSBE. If after exercising any such remedy, the cost to ACSBE of the performance of the balance of the Work is in excess of that part of the Contract Price which has not been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse ACSBE for such excess amount.

(b) No action taken by ACSBE hereunder shall affect any of the rights and remedies of ACSBE granted by this Contract or by law, or relieve Contractor from any consequences or liabilities arising from its acts or omissions.

(c) It is recognized that if Contractor files for bankruptcy, or is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Contractor's performance of this Contract. Accordingly, upon the occurrence of any such event, ACSBE shall be entitled to request from Contractor or its successor in interest and/or trustee adequate assurance of future performance in accordance with the terms and conditions of the Contract. Failure to comply with such request within ten (10) days of delivery of the request shall entitle ACSBE to terminate this Contract and to invoke the accompanying right set forth above in paragraph (a). Pending receipt of adequate assurance of performance and actual performance in accordance therewith, ACSBE shall be entitled to proceed with the Work with its own forces or with other Contractors on a time and material or other appropriate basis, the cost of which will be back charged against Contractor.

SECTION 26. BACKGROUND CHECKS AND FINGERPRINTING

(a) Contractor hereby acknowledges that it is aware of the provisions of Tennessee Code Annotated § 49-5-413 requiring the fingerprint background check of any of its employees or subcontractors that work on school grounds at any time when students are present, and prohibiting any person with a history of the criminal offenses cited in the statute from working on a school campus.

(b) Contractor hereby certifies that it has, and will, at all times during the performance of the Work, comply with the provisions of this statute, and will provide to ACSBE, upon request, proof of its compliance with this provision. A default by Contractor of this provision of this Section 26 shall be considered to be a material breach of any contract with ACSBE.

SECTION 27. NOTICES

All notices to be given hereunder shall be in writing and may be sent or delivered by (1) depositing the same in any international overnight delivery system addressed to the party to be notified, (2) commercial messenger service, (3) facsimile, (4) hand delivery to such party or (5) US mail. Notice deposited in the mail in accordance with the provisions hereof shall be effective and deemed to have been given (unless otherwise extended in such notice) on the third regular business day following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given in any other manner shall be effective only if and when received by the party to be notified.

SECTION 28. CAPTIONS AND HEADINGS

The captions and headings contained in the Contract Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light upon the interpretation of the provisions to which they refer.

SECTION 29. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Contract shall create any contractual obligation running from ACSBE to any Subcontractor of Contractor. Nothing contained in these General Terms and Conditions or any other documents between the parties is intended to create third party beneficiary rights in any third party; provided, however, that the parties acknowledge and agree that ACSBE is an intended third party beneficiary of Contractor's subcontracts with Subcontractors.

years. Typically at the end of 10 years it is time to consider complete replacement of the surface. Pros are budget friendly, no seems during installation, heavy wearing course. Cons are not meant for upgrading in the future, typically at 10 years it is time to replace.

Polyurethane System- The Basemat Structural spray system (Stobitan SC) is a polyurethane based, paved in place basemat with two structural sprays applied. When dealing with polyurethane system, this is the budget friendly option. The structural spray wearing course includes 3.68 lbs per SY of rubber and glue. With much less of a wearing surface it is recommended to spray again or upgrade to a sealed system or sandwich system before warranty expires. A 5 year warranty is standard but the advantage to the polyurethane system over latex is the use protection (spray will wear over time but basemat will not lose integrity) and durability. The pro for this system is it is easily upgradable to a sealed system or sandwich system. It has become popular in recent years but we do not believe it is necessarily a better value than plexitrac unless there is an intent to upgrade. It does include a 5 year manufacturer's warranty.

We feel for the money, the latex system will perform and is practical for high school use. Should the budget allow and you desire something that will be a little more durable long term, the polyurethane system is the next best option, should last slightly longer, but may not give the ROI for the additional money spent. For example, if the latex lasts 10 years before resurfacing is needed, and you divide up front cost by that time period, the cost is \$22,500 per year. You would need to get 13 years or more out of the polyurethane track to equal the cost

Description of Installation Process:

Plexitrac is installed in lifts. The process consists of broadcasting rubber on the entire track and spraying the plexitrac binder on top. This results in an even system with no seems that can delaminate. The Accelerator system (navy blue) will have the final two lifts in colored rubber and plexitrac binder. After lifts are installed, building up thickness to 1/2", a final spray coating is applied. The Plexitrac coating product will be either black or navy blue and installed in two lifts with no rubber. This coating increases resistance to UV degradation and bonds the track to give it a tight feel.

Weather Limitations Per Manufacturer:

Both systems are considered all weather. However, like any glue based product, the more exposure to rain and other elements can prematurely reduce its life. During installation, the product safely requires 50 degrees and rising temperatures. Under 50 degrees, the cure time gets extended and may not cure at all the colder it is. Work cannot be performed in rain or if rain is imminent.

Warranty Information:

Warranty for Plexitrac Lightning is a 5 year limited warranty. Workmanship warranty is 1 year.

Product Information and Maintenance Plan- See attached documents

References:

We partner with Peacock Pride on our track installations. John Nelson with Peacock Pride is the lead technician and installer.



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h2igroup.com
info@h2igroup.com



Steinbrenner High School
Lutz, FL
Bradley Young
407-330-9466

IMG Academy
Bradenton, FL
Gary Wilson
404-791-2130

Catasauqua Middle School
Catasauqua, PA
Kevin Cunningham
484-557-2033

Malvern Preparatory School
Malvern, PA
Kevin Cunningham
484-557-2033

Olivet College
Olivet, MI
Archie Goals
517-788-6090

Qualifications:

1. Pricing good for one production run and one delivery with completion not later than December 2, 2022 (hereinafter “the substantial completion date”).
2. Due to the unsettled nature of “Steel Tariffs” and “Freight Regulations”, any such surcharges are not included in this proposal. Any steel or freight surcharges incurred will be passed along to the customer.
3. Due to the unsettled nature of “Epoxy Resin” materials and availability, any surcharges or product delivery disruptions which may occur are not included in this proposal. Any surcharges or delay costs will be passed along to the customer. It is highly recommended for you to review this situation with H2I for product options which currently are not affected.
4. If there is an increase in the actual cost of labor or materials charged to H2I Group in excess of 5% over our costs as of the date of this proposal: H2I Group will submit written documentation of the increased charges for which the customer may either issue a written change order or amendment to the contract/purchase order to reflect the increase for additional direct costs to H2I Group or cancel the Agreement without further obligation.

Excludes:

Terms & Conditions



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430 Industrial Blvd. | Minneapolis, MN 55413 | Ph: 612.331.4880 | Fax: 612.378.2236 | Toll Free: 800.795.0696

The parties agree to be bound by ACSBE's General Terms and Conditions attached hereto as Exhibit "A".

TERMS: Net 30 Days

ACCEPTED: Company _____
Name _____
Date _____

RESPECTFULLY,
H2I Group, Inc.

By 
Danny MacDonald

Note: This quotation is offered for acceptance within 15 days and is subject to revision beyond that time.

PROPOSAL 102196 AHS Track Surfacing- FY221003 RFP

General



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430 Industrial Blvd. | Minneapolis, MN 55413 | Ph: 612.331.4880 | Fax: 612.378.2236 | Toll Free: 800.795.0696

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



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