

**Region 4 Education Service Center (ESC)**

**Contract # R191805**

*for*

Furniture, Installation and Related Services

*with*

**Irwin Seating Company**

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and the Irwin Seating Company effective May 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

**APPENDIX A**

**CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2020 by and between \_\_\_\_\_ Irwin Seating Company \_\_\_\_\_ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Furniture, Installation, and Related Services ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP #19-18 for Furniture, Installation, and Related Services ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

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

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

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

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

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

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

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

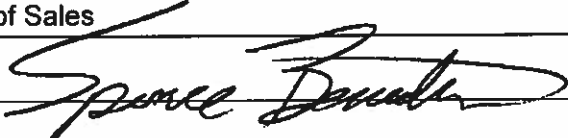


while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

- 34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

**OFFER AND CONTRACT SIGNATURE FORM**

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

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

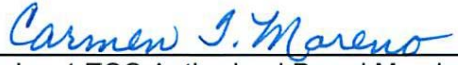
**Accepted by Region 4 ESC:**

Contract No. R191805

Initial Contract Term May 1, 2020 to April 30, 2023

  
Region 4 ESC Authorized Board Member  
Margaret S. Bass  
Print Name

4/28/2020  
Date

  
Region 4 ESC Authorized Board Member  
Carmen T. Moreno  
Print Name

4/28/2020  
Date





## Response to Solicitation Number 19-18 Furniture, Installation, and Related Services

Due 12/11/2019 @ 2:00 PM



**FURR HIGH SCHOOL  
HOUSTON, TEXAS**

TELESCOPIC SYSTEM WITH INTEGRA CHAIRS, MODEL 90.12.56.4 CITATION

© Irwin Seating Company

**Respectfully Submitted:**

**Spence Benedict  
Director of Sales  
Irwin Seating Company  
3251 Fruit Ridge Ave NW  
Grand Rapids MI 49544**

**Office Phone: 616-574-7341  
[spence.benedict@irwinsseating.com](mailto:spence.benedict@irwinsseating.com)**



*Dedicating ourselves to customer satisfaction, employee well-being, and profitable growth.*

## **Solicitation #19-18 Furniture, Installation, and Related Services.**

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- Item 4: Region 4 ESC Not to Exceed Freight & Install Pricing

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- Item 1: Performance Capacity Response
- Item 2: Irwin Authorized Field Partners

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- Item 3: New Jersey Documents 1-7

**APPENDIX A**

**DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2020 by and between Irwin Seating Company ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Furniture, Installation, and Related Services ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R 19-18 for Furniture ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

- 34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

**OFFER AND CONTRACT SIGNATURE FORM**

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

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

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



*Dedicating ourselves to customer satisfaction, employee well-being, and profitable growth.*

Tab #2: Products/Pricing

**Pricing Proposal:**

- Item i: Irwin Seating Company offers 50% discount from all list prices contained in the included 1/1/2020 Purchase Contract Price List, which provides Irwin Seating Company list prices, for our fixed audience seating as well as telescopic seating systems. **The price list provides tiered list pricing based on order quantity**, allowing the 50% discount to stay consistent for all size orders, while providing lower pricing on larger orders.
- Item ii: Electronic copies of our Purchase Contract Price List are attached.
- Item iii: All auditorium seating and telescopic seating systems require certified installation. The Purchase Contract Price List provides FOB Factory (Grand Rapids, MI or Altamont, IL) pricing and specifically excludes freight and installation costs. We are unable to accurately estimate the enormous range of variables that could impact installation cost across our broad product line, across 50 states, and across the varied on-site needs of thousands of partner agencies. **Installation labor will be quoted on a project-by-project basis and be listed as a line item on each proposal made under the contract.** Not to exceed installation pricing for Region 4 ESC is attached, however our expectation is that project specific installation quotes will be lower in most cases.
- Item iv: **Freight costs from our factories to member facility locations will be quoted on a project-by-project basis and be listed as a line item on each proposal made under the contract.** Freight is quoted as “dock delivery” as certified installation staff would always meet the freight, unload, and complete the installation as part of the installation work scope. Not to exceed freight pricing for Region 4 ESC is attached, however our expectation is that project specific installation quotes will be lower in most cases.
- Item v: Copies of our Fixed Seating and Telescopic Seating warranty documents are attached. There is no additional cost to provide this warranty coverage.
- Item vi: All Irwin Seating Company products are manufactured to order in configurations, sizes, fabrics and finishes ordered by our customers for their specific projects. As such, we do not allow return of products once delivered. All projects go through a detailed submittal – approval process to make sure our customers understand exactly what they are ordering and will receive.
- Item vii: Irwin Seating Company will consider requests for additional discounts related to very large orders.
- Item viii: All proposals made under the contract will clearly reference the contract number, indicate the product list pricing, show the contract discount (50% discount from list price), and agency net

price. To verify compliance, customers could compare pricing listed on the proposal with pricing included in the Purchase Contract Price List.

Item ix: Payment for orders would be by check or ACH transfer.

Item x: The price list provided is valid for shipments in 2020. Additionally, this price list can be used to price projects that will deliver in 2021 by adding 3% to the published list prices. On December 1<sup>st</sup> of each year Irwin Seating Company will submit an updated Purchase Contract Price List with revised list pricing for the following calendar year. Annual pricing adjustments reflect our need to keep pace with inflation as well as company/industry specific labor and material changes that have taken place over the past 12 months. The 50% discount from published list price would remain constant for the duration of the contract.

Item xi: Future product introductions will be added to the Purchase Contract Price List via an addendum submitted to Region 4 ESC quarterly. Pricing of new products will follow established internal guidelines we use to establish list pricing of our products. New products, once added to the contract by Region 4 ESC, would be discounted like all other products.

Item xii; We are confident that the contract pricing provided provides Region 4 ESC with product and service value unparalleled in our industry. As these are specialty products that require planning and design assistance (provided at no charge by Irwin Seating and our authorized dealers) product price, while important, is only part of what defines value. Please consider our response to Performance Capability as well!



*Dedicating ourselves to customer satisfaction, employee well-being, and profitable growth.*

## **Tab #2: Products/Pricing – Not to Exceed Freight & Installation**

### **Region 4 ESC “Not to Exceed” Freight**

The majority of Irwin Seating Company projects ship via dedicated trucks from our manufacturing facilities in the Midwest (Grand Rapids, Michigan and Altamont, Illinois). Truckload capacity varies by chair model but is typically not less than 500 chairs.

For projects that can ship via dedicated truck-load carrier to Region 4 facilities, the not to exceed per chair freight cost is \$17.50. **When the chair quantity allows for good freight efficiency, we would expect this to be considerably less.**

For small projects <200 chairs, we can ship via LTL Carriers. The not to exceed per chair freight cost for small LTL carrier shipments is \$20.00.

Bleacher freight will always be truckload freight. Truckload not to exceed cost is \$4,300 per truck.

### **Region 4 ESC “Not to Exceed” Installation**

It is difficult to accurately anticipate the extensive variety of field conditions we may encounter when installing our products in new facilities or replacing products in existing facilities. This makes quoting installation services for a term contract very difficult.

Irwin Seating Company offers the following not to exceed installation costs for Region 4 ESC agency projects. These prices are based on open shop labor rates.

- Basic seating installation @ <100 chairs: \$35.00 per chair
- Basic seating installation @ >100 chairs: \$30.00 per chair

These prices include field verification of dimensions, meet and unload truck, layout and install seating, and removal of packaging materials into owner provided recycle containers or dumpsters. Removal and disposal of existing seating is not included in these prices. Any required floor repair work, floor covering work, etc. is also excluded.

Telescopic Bleacher Seating installation is available at the following not to exceed installation costs for Region 4 ESC agency projects. These prices are based on open shop labor rates:

- Basic telescopic bleacher installation <200 gross seats: \$40/gross seat
- Basic telescopic bleacher installation >200 gross seats: \$35/gross seat

“Gross Seat” is calculated as follows: (Length of bleacher in feet / 1.5) x number of rows.





# Product Warranty

Irwin Seating Company ("Seller") warrants to the original purchaser ("Buyer") its fixed seating products against defects in material and workmanship from the date of shipment until the applicable time periods set forth below.

## Warranty Periods:

Component	Warranty Period
Structural Standards	10 Years
Operating Mechanisms	5 Years
Plastic and Painted Components	5 Years
Fabric Upholstered Components	1 Year
Electrical Components-Fixtures	1 Year

Seller at its option will either repair or replace with a comparable product within commercially acceptable standards any product which fails under normal and reasonable use for which the product is intended, provided such failure and written notification of such failure to Seller occurs within the applicable time period set forth above and that Buyer has paid the full project price. Alternatively, Seller may refund the purchase price paid for the returned defective product. Damage or repairs arising from abuse, accident, vandalism, improper installation, or alteration of the product subsequent to sale, shall not be considered to be a defect in material or workmanship. Notwithstanding anything to the contrary herein, this warranty shall include materials and freight for the applicable time period set forth above except Seller shall also pay for labor during the first two years of the warranty period.

**THIS WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE OBLIGATION OF ANY SURETY SUPPORTING THIS WARRANTY CEASES ONE YEAR FROM THE DATE OF SHIPMENT.**

Buyer's sole and exclusive remedy against Seller shall be for the repair or replacement of defective parts as provided herein and no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to Buyer. The sole purpose of this exclusive remedy shall be to provide Buyer with free repair and replacement of defective parts in the manner provided herein. This exclusive remedy shall not be deemed to have failed in its essential purpose so long as Seller is willing and able to repair, replace or refund the defective parts in the prescribed manner.

Buyer is responsible for regular maintenance of the products. "Regular maintenance" includes tightening of any loose assembly and attaching hardware, replacement of damaged components, cleaning of upholstery and other finishes, inspection of product components (including assembly hardware, moving parts and anchoring devices) and removal of dirt on any powder-coated steel, especially on attaching footplate. This work shall be performed at reasonable intervals based on frequency of use, but at least every six (6) months. Strenuous use requires weekly inspection. All hazards are to be corrected prior to further use.

Failure to give notice of any defect within the applicable time period or the failure to perform regular maintenance voids this warranty. This warranty specifically excludes and does not apply to: (a) customer's own material and non-standard color or surface finishes; (b) color change of outdoor product less than 5 dE; (c) user attached accessories or customer product changes either not installed by Seller or resulting in damage or changes to the product; (d) use of product outside that of normal wear and tear, including neglect, vandalism or misuse; (e) consumable components of products (e.g., light bulbs); or (f) natural variations of parts of products, including, but not limited to color fastness and natural variations in wood.

Seller's entire warranty is embodied in this writing, irrespective of any statements made by Seller's salesmen, employees, or agents about Seller's products. Any such statements do not constitute warranties, shall not be relied upon by Buyer, and are not part of this warranty. This writing is a complete and exclusive statement of the terms of Seller's warranty and may not be modified, altered, or amended except in writing and signed by an officer of Seller.



# Purchase Contract Price List

Pricing is good for product shipping through 12/31/2020.

Add 3% for shipment in 2021, 6% for shipment in 2022, etc.

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

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

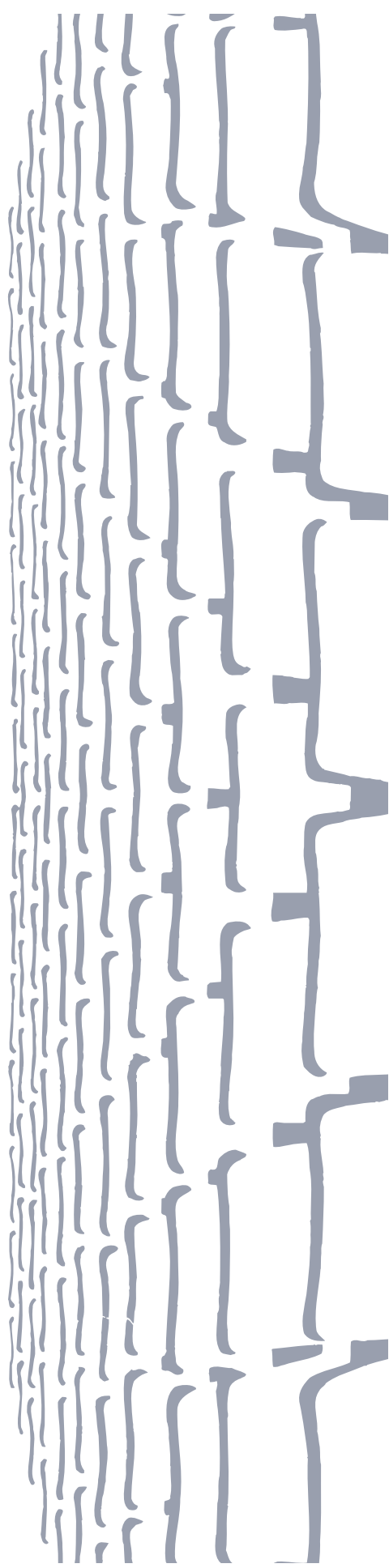
All pricing is based on indoor use. Check with your sales representative for pricing for product configured for outdoor use.

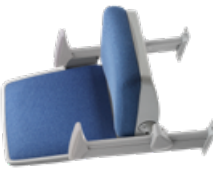





All pricing is based on standard finishes. Custom colors and finishes available - see your sales representative for pricing.







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




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


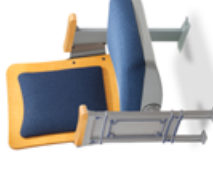


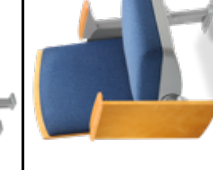

Freight and installation available on a prepay and add basis.









Model	Description	750+	250-749	100-249	25-99	10-24	1-9
<b>Citation</b> 90.12.00.4	 <ul style="list-style-type: none"> <li>No. 90 Citation back with polymer rear panel, upholstered cover over 2" foam</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 00 open aisle standards</li> <li>No. 4 chair platform (steel)</li> <li>Comfort curved polymer arms</li> <li>Floor mount</li> </ul>	258.96	266.73	274.50	323.70	573.70	948.70
<b>Citation</b> 90.12.10.4	 <ul style="list-style-type: none"> <li>No. 90 Citation back with polymer rear panel, upholstered cover over 2" foam</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 10 aisle panel with laminate insert panel</li> <li>No. 4 chair platform (steel)</li> <li>Comfort curved polymer arms</li> <li>Floor mount</li> </ul>	262.98	270.87	278.76	328.72	578.72	953.72
<b>Citation</b> 90.12.86.4	 <ul style="list-style-type: none"> <li>No. 90 Citation back with polymer rear panel, upholstered cover over 2" foam</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 86 laminate surfaced aisle panel</li> <li>No. 4 chair platform (steel)</li> <li>Flat solid hardwood arms</li> <li>Floor mount</li> </ul>	280.22	288.63	297.04	350.28	600.28	975.28
<b>Millennium</b> 91.12.00.4	 <ul style="list-style-type: none"> <li>No. 91 Millennium back with polymer rear panel, upholstered cover over 2" foam</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 00 open aisle standards</li> <li>No. 4 chair platform (steel)</li> <li>Comfort curved polymer arms</li> <li>Floor mount</li> </ul>	258.96	266.73	274.50	323.70	573.70	948.70
<b>Millennium</b> 91.12.10.4	 <ul style="list-style-type: none"> <li>No. 91 Millennium back with polymer rear panel, upholstered cover over 2" foam</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 10 aisle panel with veneer insert panel &amp; cantilevered mounting foot</li> <li>No. 4 chair platform (steel)</li> <li>Comfort curved solid hardwood aisle arms, polymer center arms</li> <li>Floor mount</li> </ul>	294.50	303.33	312.17	368.12	618.12	993.12
<b>Millennium</b> 91.12.66.4	 <ul style="list-style-type: none"> <li>No. 91 Millennium back with polymer rear panel, upholstered cover over 2" foam</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 66 veneer surfaced aisle panel</li> <li>No. 4 chair platform (steel)</li> <li>Comfort curved solid hardwood arms</li> <li>Floor mount</li> </ul>	289.76	298.45	307.15	362.20	612.20	987.20


Model	Description	750+	250-749	100-249	25-99	10-24	1-9
<b>Marquee</b> <b>51.12.00.4</b>	 <ul style="list-style-type: none"> <li>No. 51 Marquee back with polymer rear panel, upholstered, tufted cover over 2" foam</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 00 open aisle standards</li> <li>No. 4 chair platform (steel)</li> <li>Comfort curved polymer arms</li> <li>Floor mount</li> </ul>	305.87	315.04	324.22	382.34	632.34	1,007.34
<b>Marquee</b> <b>51.12.10.4</b>	 <ul style="list-style-type: none"> <li>No. 51 Marquee back with polymer rear panel, upholstered, tufted cover over 2" foam</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 10 aisle panel with veneer insert panel</li> <li>No. 4 chair platform (steel)</li> <li>Flat solid hardwood arms</li> <li>Floor mount</li> </ul>	325.95	335.73	345.51	407.44	657.44	1,032.44
<b>Marquee</b> <b>51.12.56.4</b>	 <ul style="list-style-type: none"> <li>No. 51 Marquee back with polymer rear panel, upholstered, tufted cover over 2" foam</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 56 veneer surfaced aisle panel</li> <li>No. 4 chair platform (steel)</li> <li>Comfort curved solid hardwood arms</li> <li>Floor mount</li> </ul>	336.67	346.77	356.87	420.83	670.83	1,045.83
<b>Stellar</b> <b>220.220.560.220</b>	 <ul style="list-style-type: none"> <li>No. 220 Stellar back with polymer rear panel, upholstered cover over 2" foam</li> <li>No. 220 self rising seat with steel seat pan</li> <li>No. 560 laminate surfaced aisle panels</li> <li>No. 220 chair platform (cast iron)</li> <li>Rectangular polymer arms</li> <li>Floor mount</li> </ul>	456.84	470.54	484.25	571.04	821.04	1,196.04
<b>Stellar</b> <b>220.220.119.220</b>	 <ul style="list-style-type: none"> <li>No. 220 Stellar back with polymer rear panel, upholstered cover over 2" foam</li> <li>No. 220 self rising seat with steel seat pan</li> <li>No. 119 cast iron aisle standard</li> <li>No. 220 chair platform (cast iron)</li> <li>Solid hardwood arms</li> <li>Floor mount</li> </ul>	485.26	499.82	514.38	606.58	856.58	1,231.58
<b>Stellar</b> <b>216.220.280.220</b>	 <ul style="list-style-type: none"> <li>No. 216 Stellar back with veneer surfaced rear panel, upholstered cover over 2" foam</li> <li>No. 220 self rising seat with steel seat pan</li> <li>No. 280 solid hardwood aisle panels with block front</li> <li>No. 220 chair platform (cast iron)</li> <li>Solid hardwood arms</li> <li>Floor mount</li> </ul>	753.43	776.04	798.64	941.79	1,191.79	1,566.79

Model	Description	750+	250-749	100-249	25-99	10-24	1-9
<b>Meteor</b> <b>8.12.10.4</b>	 <ul style="list-style-type: none"> <li>No. 8 Meteor back with veneer surfaced rear panel &amp; exposed fasteners, 2" foam pad</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 10 aisle panel with veneer surfaced insert</li> <li>No. 4 chair platform (steel)</li> <li>Comfort curved solid hardwood arms</li> <li>Floor mount</li> </ul>	445.80	459.18	472.55	557.26	807.26	1,182.26
<b>Meteor</b> <b>8.12.56.4</b>	 <ul style="list-style-type: none"> <li>No. 8 Meteor back with laminate surfaced rear panel &amp; exposed fasteners, 2" foam pad</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 56 laminate surfaced aisle panel with cantilevered mounting foot</li> <li>No. 4 chair platform (steel)</li> <li>Flat laminate surfaced arms</li> <li>Floor mount</li> </ul>	450.54	464.06	477.58	563.18	813.18	1,188.18
<b>Saturn</b> <b>22.12.00.4</b>	 <ul style="list-style-type: none"> <li>No. 22 Saturn back with veneer surfaced rear panel &amp; exposed fasteners, 2" foam pad</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 00 open aisle end standard</li> <li>No. 4 chair platform (steel)</li> <li>Comfort curved polymer arms</li> <li>Floor mount</li> </ul>	417.99	430.53	443.07	522.49	772.49	1,147.49
<b>Century</b> <b>6.12.17.4</b>	 <ul style="list-style-type: none"> <li>No. 6 Century back with veneer surfaced rear panel &amp; concealed fasteners, 2" foam pad</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 17 veneer surfaced aisle panel</li> <li>No. 4 chair platform (steel)</li> <li>Flat solid hardwood arms</li> <li>Floor mount</li> </ul>	494.32	509.15	523.98	617.90	867.90	1,242.90
<b>Century</b> <b>6.12.140.8</b>	 <ul style="list-style-type: none"> <li>No. 6 Century back with veneer surfaced rear panel &amp; concealed fasteners, 2" foam pad</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 140 Fireside cast aluminum aisle standard</li> <li>No. 8 chair platform (steel)</li> <li>Flat solid hardwood arms</li> <li>Floor mount</li> </ul>	562.92	579.80	596.69	703.64	953.64	1,328.64
<b>Grand Rapids</b> <b>10.12.60.4</b>	 <ul style="list-style-type: none"> <li>No. 10 Grand Rapids back with veneer surfaced rear panel &amp; concealed fasteners, 2" foam pad</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 60 veneer surfaced aisle panel with block front</li> <li>No. 4 chair platform (steel)</li> <li>Flat solid hardwood arms</li> <li>Floor mount</li> </ul>	529.34	545.22	561.10	661.67	911.67	1,286.67






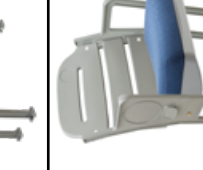
Model	Description	750+	250-749	100-249	25-99	10-24	1-9
<b>Rialto</b> 29.12.141.8	 <ul style="list-style-type: none"> <li>No. 29 Rialto back with veneer surfaced rear panel &amp; exposed fasteners, 2" foam pad</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 141 Zeigfield cast aluminum aisle standard</li> <li>No. 8 chair platform (steel)</li> <li>Scrolled solid hardwood arms</li> <li>Floor mount</li> </ul>	547.28	563.70	580.12	684.10	934.10	1,309.10
<b>Emerson</b> 69.12.150.8	 <ul style="list-style-type: none"> <li>No. 69 Emerson back with veneer surfaced rear panel &amp; exposed fasteners, 2" foam pad</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 150 Breton cast aluminum aisle standard</li> <li>No. 8 chair platform (steel)</li> <li>Flat solid hardwood arms</li> <li>Floor mount</li> </ul>	597.94	615.87	633.81	747.42	997.42	1,372.42
<b>New Amsterdam</b> 83.12.158.8	 <ul style="list-style-type: none"> <li>No. 83 New Amsterdam back with veneer surfaced rear panel &amp; concealed fasteners, 2" foam pad</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 158 New Amsterdam cast aluminum aisle standard</li> <li>No. 8 chair platform (steel)</li> <li>Scrolled solid hardwood arms</li> <li>Floor mount</li> </ul>	647.52	666.95	686.37	809.40	1,059.40	1,434.40
<b>Springfield</b> 11.12.155.8	 <ul style="list-style-type: none"> <li>No. 11 Springfield back with veneer surfaced rear panel &amp; concealed fasteners, 2" foam pad</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 155 Baroque cast aluminum aisle standard</li> <li>No. 8 chair platform (steel)</li> <li>Scrolled solid hardwood arms</li> <li>Floor mount</li> </ul>	635.55	654.62	673.68	794.44	1,044.44	1,419.44
<b>Allegro</b> 27.12.17.4	 <ul style="list-style-type: none"> <li>No. 27 Allegro back with veneer surfaced rear panel &amp; concealed fasteners, 2" foam pad</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 17 veneer surfaced aisle panel</li> <li>No. 4 chair platform (steel)</li> <li>Comfort curved solid hardwood arms</li> <li>Floor mount</li> </ul>	537.06	553.17	569.29	671.33	921.33	1,296.33
<b>Allegro</b> 27.17.60.17	 <ul style="list-style-type: none"> <li>No. 27 Allegro back with veneer surfaced rear panel &amp; concealed fasteners, 2" foam pad</li> <li>No. 17 gravity lift wood bottom seat</li> <li>No. 60 veneer surfaced aisle panel with block front</li> <li>No. 17 chair platform (steel)</li> <li>Flat solid hardwood arms</li> <li>Floor mount</li> </ul>	695.44	716.30	737.17	869.30	1,119.30	1,494.30







Model	Description	750+	250-749	100-249	25-99	10-24	1-9
<b>Andante</b> <b>37.12.74.4</b>	 <ul style="list-style-type: none"> <li>No. 37 Andante back with veneer surfaced rear panel &amp; concealed fasteners, 2" foam pad</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 74 veneer surfaced aisle panel w block front</li> <li>No. 4 chair platform (steel)</li> <li>Comfort curved solid hardwood arms</li> <li>Floor mount</li> </ul>	512.40	527.78	543.15	640.51	890.51	1,265.51
<b>Marquee</b> <b>52.12.66.4</b>	 <ul style="list-style-type: none"> <li>No. 52 Marquee back with veneer surfaced rear panel &amp; concealed fasteners, 2" foam pad</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 66 veneer surfaced aisle panel w block front</li> <li>No. 4 chair platform (steel)</li> <li>Flat solid hardwood arms</li> <li>Floor mount</li> </ul>	693.52	714.33	735.13	866.90	1,116.90	1,491.90
<b>Crusader</b> <b>1.14.86.4</b>	 <ul style="list-style-type: none"> <li>No. 1 Crusader back, veneer surfaced</li> <li>No. 14 self rising seat</li> <li>No. 86 veneer surfaced aisle panel</li> <li>No. 4 chair platform (steel)</li> <li>Flat solid hardwood arms</li> <li>Floor mount</li> </ul>	345.90	356.28	366.66	432.38	682.38	1,057.38
<b>Crusader</b> <b>1.12.60.4</b>	 <ul style="list-style-type: none"> <li>No. 1 Crusader back, veneer surfaced</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 60 veneer surfaced aisle panel</li> <li>No. 4 chair platform (steel)</li> <li>Flat solid hardwood arms</li> <li>Floor mount</li> </ul>	299.27	308.24	317.22	374.08	624.08	999.08
<b>Signature</b> <b>72.12.79.149</b>	 <ul style="list-style-type: none"> <li>No. 72 Signature back with polymer rear panel, &amp; expanded back wings to accommodate athletes</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 79 veneer surfaced aisle panel</li> <li>No. 149 film room chair platform that is 3" taller than standard auditorium chairs</li> <li>Low profile solid hardwood arms</li> <li>Floor mount</li> </ul>	703.06	724.15	745.24	878.82	1,128.82	1,503.82
<b>Signature</b> <b>71.12.90.4</b>	 <ul style="list-style-type: none"> <li>No. 71 Signature planetarium back with polymer rear panel, vinyl headrest, &amp; reclined back wings</li> <li>No. 12 self rising seat with ergo substrate</li> <li>No. 90 laminate surfaced aisle panel</li> <li>No. 4 chair platform (steel)</li> <li>Flat laminate surfaced arms</li> <li>Floor mount</li> </ul>	505.32	520.48	535.64	631.65	881.65	1,256.65




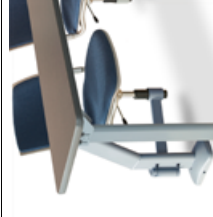

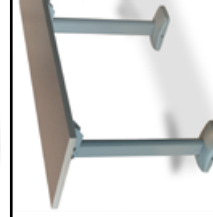


Model	Description	750+	250-749	100-249	25-99	10-24	1-9
<b>Patriot 30.52.00.30</b>	 <ul style="list-style-type: none"> <li>No. 30 Patriot back, double wall polymer</li> <li>No. 52 self rising seat torsion spring seat lift</li> <li>No. 00 open aisle end standard</li> <li>No. 30 chair platform (steel)</li> <li>Polymer arms</li> <li>Floor mount</li> </ul>	182.18	187.64	193.11	227.72	477.72	852.72
<b>Patriot 30.52.36.30</b>	 <ul style="list-style-type: none"> <li>No. 30 Patriot back, double wall polymer</li> <li>No. 52 self rising seat torsion spring seat lift</li> <li>No. 36 laminate surfaced aisle panel</li> <li>No. 30 chair platform (steel)</li> <li>Flat laminate surfaced arms</li> <li>Floor mount</li> </ul>	212.56	218.94	225.31	265.70	515.70	890.70
<b>Patriot 31.53.00.30</b>	 <ul style="list-style-type: none"> <li>No. 31 Patriot back with upholstered pad</li> <li>No. 53 self rising seat with upholstered pad</li> <li>No. 00 open aisle end standard</li> <li>No. 30 chair platform (steel)</li> <li>Polymer arms</li> <li>Floor mount</li> </ul>	307.48	316.70	325.92	384.34	634.34	1,009.34
<b>Solara 115.115.5.15</b>	 <ul style="list-style-type: none"> <li>No. 115 Solara polymer back</li> <li>No. 115 self rising polymer seat</li> <li>No. 5 armless ends</li> <li>No. 15 armless centers</li> <li>Aluminum rail</li> <li>Powder coated stanchions</li> <li>Floor mount</li> </ul>	174.07	179.29	184.51	217.59	467.59	842.59
<b>Solara 115.115.25.25</b>	 <ul style="list-style-type: none"> <li>No. 115 Solara polymer back</li> <li>No. 115 self rising polymer seat</li> <li>No. 25 single integrated center arms</li> <li>No. 25 integrated aisle arms</li> <li>Aluminum rail</li> <li>Galvanized stanchions</li> <li>Floor mount</li> </ul>	189.19	194.87	200.54	236.49	486.49	861.49
<b>Solara 135.135.70.25</b>	 <ul style="list-style-type: none"> <li>No. 135 Solara padded &amp; upholstered back</li> <li>No. 135 padded &amp; upholstered seat</li> <li>No. 70 rail mount aisle panel with logo</li> <li>No. 25 single integrated center arms</li> <li>Aluminum rail</li> <li>Galvanized stanchions</li> <li>Floor mount</li> </ul>	290.81	299.53	308.26	363.51	613.51	988.51



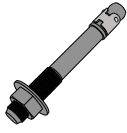






Model	Description	750+	250-749	100-249	25-99	10-24	1-9
<b>American Stadium</b> <b>406.406.201.201</b>	 <ul style="list-style-type: none"> <li>No. 406 polymer American Stadium back</li> <li>No. 406 self rising polymer seat</li> <li>No. 201 cast aisle standard with beveled row letter plate landing</li> <li>No. 201 chair platform (cast iron)</li> <li>Integral arms</li> <li>Floor mount</li> </ul>	203.54	209.64	215.75	254.42	504.42	879.42
<b>American Stadium</b> <b>408.408.202.202</b>	 <ul style="list-style-type: none"> <li>No. 408 polymer American Stadium back</li> <li>No. 408 self rising polymer seat</li> <li>No. 202 cast aisle standard with beveled row letter plate landing</li> <li>No. 202 chair platform (cast iron)</li> <li>Integral arms</li> <li>Floor mount</li> </ul>	205.57	211.73	217.90	256.96	506.96	881.96
<b>Centurion</b> <b>131.12.202.202</b>	 <ul style="list-style-type: none"> <li>No. 131 Centurion polymer back with upholstered pad</li> <li>No. 12 self rising upholstered seat</li> <li>No. 202 cast aisle standard with beveled row letter plate landing &amp; integral logo ring</li> <li>No. 202 chair platform (cast iron)</li> <li>Integral arms</li> <li>Floor mount</li> </ul>	309.55	318.83	328.12	386.93	636.93	1,011.93
<b>American Stadium</b> <b>505.515.201.201</b>	 <ul style="list-style-type: none"> <li>No. 505 polymer American Stadium back</li> <li>No. 515 self rising seat with upholstered pad</li> <li>No. 201 cast aisle standard with beveled row letter plate landing</li> <li>No. 201 chair platform (cast iron)</li> <li>Integral arms</li> <li>Floor mount</li> </ul>	276.16	284.45	292.73	345.20	595.20	970.20
<b>American Stadium</b> <b>507.507.202.202</b>	 <ul style="list-style-type: none"> <li>No. 507 polymer American Stadium back</li> <li>No. 507 self rising polymer seat</li> <li>No. 202 cast aisle standard with beveled row letter plate landing</li> <li>No. 202 chair platform (cast iron)</li> <li>Integral arms</li> <li>Floor mount</li> </ul>	192.69	198.47	204.25	240.87	490.87	865.87
<b>American Stadium</b> <b>507.12.202.202</b>	 <ul style="list-style-type: none"> <li>No. 507 polymer American Stadium back</li> <li>No. 12 self rising upholstered seat</li> <li>No. 202 cast aisle standard with beveled row letter plate landing &amp; integral logo ring</li> <li>No. 202 chair platform (cast iron)</li> <li>Integral arms</li> <li>Floor mount</li> </ul>	237.33	244.45	251.57	296.67	546.67	921.67










Model	Description	750+	250-749	100-249	25-99	10-24	1-9	
<b>Dimension No. 230</b>	 <ul style="list-style-type: none"> <li>No. 230 chair with polymer back and seat</li> <li>Cast iron arm stanchions with polymer arms</li> <li>Steel beam</li> <li>Floor mount cast iron stanchions</li> <li>Straight rows</li> </ul>	495.46	510.32	525.19	619.33	869.33	1,244.33	
<b>Dimension No. 240</b>	 <ul style="list-style-type: none"> <li>No. 240 padded and upholstered chair with polymer back and seat</li> <li>Cast iron arm stanchions with polymer arms</li> <li>Steel beam</li> <li>Floor mount cast iron stanchions</li> <li>Straight rows</li> </ul>	655.27	674.92	694.58	819.08	1,069.08	1,444.08	
<b>Dimension No. 250</b>	 <ul style="list-style-type: none"> <li>No. 250 fully upholstered chair</li> <li>Cast iron arm stanchions with solid hardwood arms</li> <li>Steel beam</li> <li>Floor mount cast iron stanchions</li> <li>Straight rows</li> </ul>	817.94	842.48	867.02	1,022.43	1,272.43	1,647.43	
<b>Model</b>	<b>Description</b>	100+						1-9
<b>Tablet Arm Chair 6.70</b>	 <ul style="list-style-type: none"> <li>No. 6 polymer shell</li> <li>No. 70 fixed writing tablet</li> <li>Pedestal floor mount</li> </ul>	324.35						965.56
<b>Tablet Arm Chair 6.71</b>	 <ul style="list-style-type: none"> <li>No. 6 polymer shell</li> <li>No. 71 folding writing tablet with laminate surfaced armrest</li> <li>Pedestal floor mount</li> </ul>	371.83						1,015.42
<b>Tablet Arm Chair 7.71</b>	 <ul style="list-style-type: none"> <li>No. 7 padded &amp; upholstered polymer shell</li> <li>No. 71 folding writing tablet with laminate surfaced armrest</li> <li>Pedestal floor mount</li> </ul>	449.63						1,097.11

Model	Description	100+	25-99	10-24	1-9
<b>Focus 69.11.11.315.0</b>	 <ul style="list-style-type: none"> <li>No. 69 Focus swing arm platform</li> <li>No. 11 laminate surfaced table with T-mold edge, 20" deep, straight configuration</li> <li>No. 11 laminate surfaced modesty panel with T-mold edge, 11" height</li> <li>No. 315 Acton non-upholstered chair</li> <li>No E-Link system</li> </ul>	1,009.50	1,059.98	1,309.98	1,684.98
<b>Focus 69.12.13.335.5</b>	 <ul style="list-style-type: none"> <li>No. 69 Focus swing arm platform</li> <li>No. 12 laminate surfaced table with square 9/16" thick hardwood edge, 18" deep, radius configuration</li> <li>No. 13 laminate surfaced modesty panel with 3mm wood edge, 15" height</li> <li>No. 335 Acton padded &amp; upholstered chair</li> <li>E-Link system with Axil 2.0 table top unit and power in-feed pedestal</li> </ul>	1,856.61	1,949.44	2,199.44	2,574.44
<b>Focus 69.14.15.415.6</b>	 <ul style="list-style-type: none"> <li>No. 69 Focus swing arm platform</li> <li>No. 14 laminate surfaced table with PVC edge, 20" deep, straight configuration</li> <li>No. 15 perforated steel modesty &amp; end panel, 15" height</li> <li>No. 415 Niima non-upholstered chair</li> <li>E-Link system with Mini-tap under-mount unit and power in-feed pedestal</li> </ul>	1,431.29	1,502.85	1,752.85	2,127.85
<b>Focus 69.11.0.435.7</b>	 <ul style="list-style-type: none"> <li>No. 69 Focus swing arm platform</li> <li>No. 11 laminate surfaced table with T-mold edge, 18" deep, radius configuration</li> <li>No modesty panel</li> <li>No. 435 Niima padded &amp; upholstered chair</li> <li>E-Link system with Dean under-mount unit and power in-feed pedestal</li> </ul>	1,549.08	1,626.53	1,876.53	2,251.53
<b>Focus 920.11.11.0.2</b>	 <ul style="list-style-type: none"> <li>No. 920 strip table platform</li> <li>No. 11 laminate surfaced table with T-mold edge, 20" deep, straight configuration</li> <li>No. 11 laminate surfaced modesty panel with T-mold edge, 15" height</li> <li>Owner / third party supplied seating</li> <li>E-Link system with Axil 2.2 table top unit and power in-feed pedestal</li> </ul>	745.82	783.11	1,033.11	1,408.11
<b>Focus 920.14.0.0.0</b>	 <ul style="list-style-type: none"> <li>No. 920 strip table platform</li> <li>No. 14 laminate surfaced table with PVC edge, 18" deep, radius configuration</li> <li>No modesty panel</li> <li>Owner / third party supplied seating</li> <li>No E-Link system</li> </ul>	316.89	332.73	582.73	957.73

**Accessory Description**

**750+ 250-749 100-249 1-99**

Accessory	Description	750+	250-749	100-249	1-99
<b>Anchors 1/4" Hilti floor</b>	 <ul style="list-style-type: none"> <li>• 3-1/4 x 1/4 Hilti expansion floor mount anchor</li> <li>• 2 anchors per standard are required</li> <li>• Price per chair</li> </ul>	1.85	1.91	1.97	2.32
<b>Anchor Caps 1/4" floor</b>	 <ul style="list-style-type: none"> <li>• Black steel anchor caps for floor mount chairs</li> <li>• Price per chair</li> </ul>	0.82	0.85	0.87	1.03
<b>Aisle Light Focal LED</b>	 <ul style="list-style-type: none"> <li>• Black plastic housing surface mounted on aisle panel</li> <li>• 12 volt LED, white illumination (5,000°k)</li> <li>• Standards are provided pre-wired with min. 2 foot lead</li> <li>• Connection to power supply is responsibility of licensed electrical contractor</li> <li>• Transformer required</li> </ul>	147.81	152.24	156.67	184.76
<b>Aisle Light Concealed LED</b>	 <ul style="list-style-type: none"> <li>• 12 volt LED fixture placed in arm recess</li> <li>• Warm white illumination (2900-3200°k)</li> <li>• Standards are provided pre-wired with min. 2 foot lead</li> <li>• Connection to power supply is responsibility of licensed electrical contractor</li> <li>• Transformer required</li> </ul>	112.06	115.43	118.79	140.08
<b>Aisle Light Transformer</b>	 <ul style="list-style-type: none"> <li>• Converts 120v power to 12v for light fixtures</li> <li>• Provides service for up to 100 lights per circuit</li> <li>• Connection to power supply is responsibility of licensed electrical contractor</li> </ul>	630.46	649.38	668.29	788.08
<b>ADA Flip-Up Arm</b>	 <ul style="list-style-type: none"> <li>• Open aisle end standard with armrest that rotates up to allow transfer from wheel chair</li> <li>• Provided with standard ADA recognizable label</li> </ul>	57.68	59.41	61.14	72.10
<b>ADA Movable Base</b>	 <ul style="list-style-type: none"> <li>• Shoes &amp; Stretcher assembly for reverse anchoring chairs to floor to allow removal for wheel chair space when needed</li> <li>• For two chair space</li> <li>• Price per chair</li> </ul>	52.53	54.11	55.68	65.66
<b>Foot Shroud</b>	 <ul style="list-style-type: none"> <li>• Rubber foot shroud for No. 4 chair platform</li> <li>• Floor mount only</li> <li>• Available in all standard plastic &amp; powder coat colors</li> <li>• Price per chair</li> </ul>	10.61	10.93	11.25	13.26

Accessory	Description	750+	250-749	100-249	1-99
Row Letter Plates	 <ul style="list-style-type: none"> <li>• Oval 5/8" x 1-5/8" aluminum</li> <li>• Available in clear or bronze finish</li> <li>• Placed in aisle arm recess attached with brads</li> <li>• For wood / laminate armrests only</li> </ul>	5.67	5.83	6.00	7.08
Row Letter Plates	 <ul style="list-style-type: none"> <li>• Round 2" aluminum</li> <li>• Available in clear or bronze finish</li> <li>• Placed in aisle panel recess attached with brads</li> <li>• Surfaced mounted to steel panels with rivets</li> </ul>	8.03	8.28	8.52	10.04
Row Letter Plates	 <ul style="list-style-type: none"> <li>• Clear aluminum row letter plates for stadium chairs</li> <li>• Sizes and styles vary by aisle standard</li> </ul>	5.67	5.83	6.00	7.08
Seat Number Plates	 <ul style="list-style-type: none"> <li>• Oval 5/8" x 1-5/8" aluminum</li> <li>• Available in clear or bronze finish</li> <li>• Placed in seat pan recess attached with rivets</li> <li>• For No. 12 seat only</li> </ul>	3.40	3.50	3.60	4.25
Seat Number Plates	 <ul style="list-style-type: none"> <li>• Clear aluminum plates for stadium chairs</li> <li>• Placed in recess of back and attached with rivets</li> <li>• Sizes and styles vary by back style</li> </ul>	3.40	3.50	3.60	4.25
Donor Plates	 <ul style="list-style-type: none"> <li>• Oval 7/8" x 2-1/2" aluminum</li> <li>• Available in clear or bronze finish</li> <li>• Placed in wood / laminate aisle arm recess attached with adhesive backing</li> <li>• Provided blank for local engraving</li> </ul>	9.58	9.87	10.15	11.97
Writing Tablet	 <ul style="list-style-type: none"> <li>• 100 square inch, self storing writing tablet meets NFPA 101 life safety code</li> <li>• Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate</li> <li>• For No. 4 chair platform</li> </ul>	123.09	126.78	130.47	153.86
Writing Tablet	 <ul style="list-style-type: none"> <li>• 120 square inch, self storing writing tablet meets NFPA 101 life safety code</li> <li>• Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate</li> <li>• For No. 4 chair platform</li> </ul>	125.45	129.22	132.98	156.82
Writing Tablet	 <ul style="list-style-type: none"> <li>• 151 square inch, self storing writing tablet meets NFPA 101 life safety code</li> <li>• Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate</li> <li>• For No. 4 chair platform</li> </ul>	131.63	135.58	139.53	164.54

Accessory	Description	750+	250-749	100-249	1-99
 <p><b>Writing Tablet</b></p>	<ul style="list-style-type: none"> <li>• Tru-fold 98 square inch writing tablet</li> <li>• Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate</li> <li>• For Nos. 8 or 30 chair platforms</li> </ul>	123.09	126.78	130.47	153.86
 <p><b>Writing Tablet</b></p>	<ul style="list-style-type: none"> <li>• Tru-fold 105 square inch oversized writing tablet</li> <li>• Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate</li> <li>• For Nos. 8 or 30 chair platforms</li> </ul>	132.15	136.11	140.08	165.19
 <p><b>Writing Tablet</b></p>	<ul style="list-style-type: none"> <li>• 105 square inch, self storing writing tablet meets NFPA 101 life safety code</li> <li>• Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate</li> <li>• For No. 220 Stellar chair platform</li> </ul>	173.86	179.08	184.30	217.33
 <p><b>Writing Tablet</b></p>	<ul style="list-style-type: none"> <li>• 127 square inch, self storing writing tablet meets NFPA 101 life safety code</li> <li>• Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate</li> <li>• For No. 220 Stellar chair platform</li> </ul>	189.31	194.99	200.67	236.64
 <p><b>Writing Tablet</b></p>	<ul style="list-style-type: none"> <li>• 184 square inch, self storing writing tablet meets NFPA 101 life safety code</li> <li>• Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate</li> <li>• For No. 220 Stellar chair platform</li> </ul>	223.30	230.00	236.70	279.13
 <p><b>Writing Tablet</b></p>	<ul style="list-style-type: none"> <li>• 119 square inch, self storing writing tablet meets NFPA 101 life safety code</li> <li>• Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate</li> <li>• For Dimension chair platform</li> </ul>	250.60	258.12	265.63	313.25
 <p><b>Writing Tablet</b></p>	<ul style="list-style-type: none"> <li>• 170 square inch, self storing writing tablet meets NFPA 101 life safety code</li> <li>• Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate</li> <li>• For Dimension chair platform</li> </ul>	287.37	295.99	304.61	359.21
 <p><b>Writing Tablet</b></p>	<ul style="list-style-type: none"> <li>• 150 square inch self-storing oversized writing tablet</li> <li>• Constructed from 9-ply hardwood surfaced on the top and bottom with high pressure plastic laminate</li> <li>• For No. 149 film room chair platform</li> </ul>	217.85	224.38	230.92	272.31
 <p><b>E-Link System Auditorium Chairs</b></p>	<ul style="list-style-type: none"> <li>• 120v power receptacle provided every other chair standard to provide access to each chair</li> <li>• U.L. Listed, snap-together components</li> <li>• Steel channel and plastic covering</li> <li>• Connection to power supply is responsibility of licensed electrical contractor</li> <li>• Price per chair</li> </ul>	206.82	213.03	219.23	258.53


<b>Fabric Upgrade</b>	<b>Grade 2</b>	<b>Grade 3</b>	<b>Grade 4</b>	<b>Grade 5</b>	<b>Grade 6</b>	<b>Grade 7</b>	<b>Grade 8</b>	<b>Grade 9</b>	<b>Grade 10</b>
No. 6 Century back	2.17	4.34	6.51	10.12	13.64	17.03	20.42	26.73	32.75
No. 8 Meteor back	2.17	4.34	6.51	10.12	13.64	17.03	20.42	26.73	32.75
No. 10 Grand Rapids back	2.17	4.34	6.51	10.12	13.64	17.03	20.42	26.73	32.75
No. 11 Springfield back	2.17	4.34	6.51	10.12	13.64	17.03	20.42	26.73	32.75
No. 22 Saturn back	2.17	4.34	6.51	10.12	13.64	17.03	20.42	26.73	32.75
No. 27 Allegro	2.17	4.34	6.51	10.12	13.64	17.03	20.42	26.73	32.75
No. 29 Rialto back	2.17	4.34	6.51	10.12	13.64	17.03	20.42	26.73	32.75
No. 31 Patriot upholstered back	2.17	4.34	6.51	10.12	13.64	17.03	20.42	26.73	32.75
No. 37 Andante back	2.17	4.34	6.51	10.12	13.64	17.03	20.42	26.73	32.75
No. 51 Marquee back	3.11	6.23	9.34	14.53	19.58	24.45	29.31	38.38	47.03
No. 52 Marquee back	3.11	6.23	9.34	14.53	19.58	24.45	29.31	38.38	47.03
No. 69 Emerson back	2.17	4.34	6.51	10.12	13.64	17.03	20.42	26.73	32.75
No. 71 Signature planetarium	5.84	11.68	17.52	27.25	36.72	45.85	54.97	71.97	88.19
No. 72 Signature back	5.21	10.43	15.65	24.34	32.80	40.95	49.10	64.28	78.77
No. 83 New Amsterdam back	2.17	4.34	6.51	10.12	13.64	17.03	20.42	26.73	32.75
No. 90 Citation back	2.17	4.34	6.51	10.12	13.64	17.03	20.42	26.73	32.75
No. 91 Millennium back	2.17	4.34	6.51	10.12	13.64	17.03	20.42	26.73	32.75
No. 131 Centurion upholstered back	2.11	4.23	6.34	9.87	13.29	16.59	19.90	26.05	31.92
No. 135 Solara upholstered back	1.67	3.34	5.01	7.79	10.49	13.09	15.70	20.56	25.19
No. 216 Stellar wood back	2.17	4.34	6.51	10.12	13.64	17.03	20.42	26.73	32.75
No. 220 Stellar back	2.11	4.23	6.34	9.87	13.29	16.59	19.90	26.05	31.92
No. 12 ergo seat	2.39	4.78	7.17	11.15	15.04	18.77	22.51	29.47	36.11
No. 17 wood bottom seat	2.44	4.89	7.33	11.41	15.39	19.21	23.03	30.15	36.95
No. 53 Patriot upholstered seat	1.62	3.23	4.84	7.53	10.15	12.67	15.18	19.88	24.36
No. 135 Solara upholstered seat	1.67	3.34	5.01	7.79	10.49	13.09	15.70	20.56	25.19
No. 220 Stellar seat	2.67	5.34	8.01	12.46	16.79	20.96	25.13	32.90	40.31
No. 517 stadium upholstered seat	1.83	3.67	5.50	8.56	11.54	14.41	17.27	22.62	27.72
No. 7 upholstered shell	2.79	5.56	8.35	12.98	17.48	21.83	26.18	34.27	41.99
No. 240 Dimension upholstered chair	3.34	6.67	10.01	15.57	20.97	26.19	31.41	41.11	50.38
No. 250 Dimension fully upholstered chair	8.36	16.68	25.04	38.94	52.45	65.48	78.55	102.80	125.97
No. 335 Acton upholstered chair	3.90	7.78	11.68	18.17	24.48	30.56	36.66	47.98	58.79
No. 435 Nima upholstered chair	3.96	7.90	11.85	18.44	24.83	31.00	37.19	48.67	59.65

**List Price**

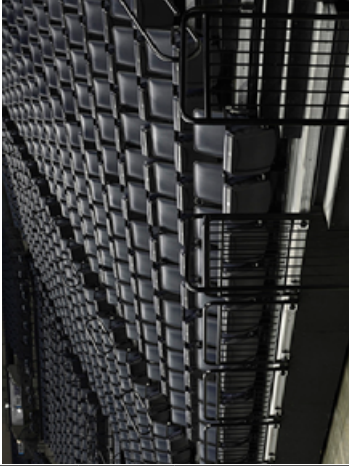

<p><b>VersaTract Bleacher with Infinity Seat Modules</b></p>		<ul style="list-style-type: none"> <li>• Wall attached</li> <li>• Manual operation</li> <li>• 10" rise</li> <li>• 22" - 26" row spacing</li> <li>• 10" plastic Infinity seat modules</li> <li>• Safety end railings</li> <li>• Aisle steps</li> <li>• Wheel chair spaces (permanent)</li> <li>• Smart aisle rails</li> <li>• Panelam Decking</li> </ul>	<p>3-7 Row Sections</p> <p>8-13 Row Sections</p> <p>14-18 Row Sections</p>	<p>190.50 (per net seat)</p> <p>193.15 (per net seat)</p> <p>198.45 (per net seat)</p>
<p><b>VersaTract Bleacher with Infinity Seat Modules &amp; Backrests</b></p>		<ul style="list-style-type: none"> <li>• Wall attached</li> <li>• Manual operation</li> <li>• 10" rise</li> <li>• 30" - 33" row spacing</li> <li>• 10" plastic Infinity seat modules with molded backrest</li> <li>• Safety end railings</li> <li>• Aisle steps</li> <li>• Wheel chair spaces (permanent)</li> <li>• Smart aisle rails</li> <li>• Panelam Decking</li> </ul>	<p>3-7 Row Sections</p> <p>8-13 Row Sections</p> <p>14-18 Row Sections</p>	<p>344.85 (per net seat)</p> <p>346.55 (per net seat)</p> <p>351.50 (per net seat)</p>
<p><b>Options:</b></p>				
<p>For Infinity Seat End Seat Logos, (for use on 10" and 12" row rise only), add PER SEAT</p>				
<p>For standard Vinyl End Curtains, 3- 7 Row, add PER CURTAIN</p>				
<p>For standard Vinyl End Curtains, 8 - 13 Rows, add PER CURTAIN</p>				
<p>For standard Vinyl End Curtains, 14 - 18 Rows, add PER CURTAIN</p>				
<p>For 4/4 Nominal Lumber Seating, add PER NET SEAT</p>				
<p>208 Volt 3 Phase Friction Power Operation, add PER BLEACHER SECTION</p>				
<p>For each Column Cutout, Add</p>				
<p>For each 96" Scorer's Table, Add</p>				
<p>For each Seat Numbers, add</p>				
<p>For each Row Letter, add</p>				
<p>For 12" row rise, add 13% to total per seat cost</p>				
<p>For Movable / Portable seating, contact the factory as an engineering analysis will be required.</p>				



**List Price**

<p><b>VersaTract Platform with Integra Chairs</b></p>		<ul style="list-style-type: none"> <li>• Wall attached</li> <li>• Manual operation</li> <li>• 10" rise</li> <li>• 33" row spacing</li> <li>• Non-upholstered Integra chairs with arms</li> <li>• Safety end railings</li> <li>• Aisle steps</li> <li>• Smart aisle rails</li> <li>• Panelam Decking</li> </ul>	3-5 Row Sections	785.70 (per net seat)
			6-8 Row Sections	753.90 (per net seat)
			9-11 Row Sections	739.85 (per net seat)
			12-15 Row Sections	748.10 (per net seat)
<p><b>Options:</b></p>				
For Upholstered seats and backs (Grade 1 fabric), add PER SEAT				\$130.90
For Semi-Automatic chair operation with Foot or Automatic Release, add PER SEAT				\$39.35
For cupholder armrest, add PER SEAT,				\$13.20
For Carpeted decking (roll carpet), add PER SEAT				\$28.75
For 208 Volt 3 Phase Friction Power Operation, add PER PLATFORM SECTION (20' Maximum section length)				\$2,322.05
For Seat Numbers, add PER CHAIR				\$3.80
For Row Letters, add PER CHAIR				\$3.80
For 12" row rise, add 13% to total per seat cost				
For Movable / Portable seating, contact the factory as an engineering analysis will be required and pricing will need adjusted.				

**List Price**

<p><b>VersaTract Platform with VersaDeck and Nose-Mount Chairs</b></p>		<ul style="list-style-type: none"> <li>• Citation or Millennium backs</li> <li>• No. 12 seat</li> <li>• Armrests</li> <li>• Grade 1 fabric</li> <li>• Wall attached</li> <li>• Manual operation</li> <li>• 10" rise</li> <li>• 36" row spacing</li> <li>• Safety end railings</li> <li>• Aisle steps</li> <li>• Smart aisle rails</li> <li>• Panelam Decking</li> </ul>	<p>3-5 Row Sections</p> <p>6-8 Row Sections</p> <p>9-11 Row Sections</p>	<p>2,337.40 (per net seat)</p> <p>2,279.50 (per net seat)</p> <p>2,226.25 (per net seat)</p>	
<p><b>VersaTract Platform with VersaDeck and Forward-Fold Chairs</b></p>		<ul style="list-style-type: none"> <li>• Citation or Millennium backs</li> <li>• No. 12 seat</li> <li>• Armrests</li> <li>• Grade 1 fabric</li> <li>• Wall attached</li> <li>• Manual operation</li> <li>• 10" rise</li> <li>• 36" row spacing</li> <li>• Safety end railings</li> <li>• Aisle steps</li> <li>• Smart aisle rails</li> <li>• Panelam Decking</li> </ul>	<p>3-5 Row Sections</p> <p>6-8 Row Sections</p> <p>9-11 Row Sections</p>	<p>2,418.55 (per net seat)</p> <p>2,360.65 (per net seat)</p> <p>2,307.40 (per net seat)</p>	
<p><b>Options:</b></p>					
<p>For cupholder armrest, add PER SEAT,</p>					<p>\$15.55</p>
<p>For Carpeted decking (carpet tile), add PER SEAT</p>					<p>\$38.85</p>
<p>For 208 Volt 3 Phase Friction Power Operation, add PER PLATFORM SECTION (20' Maximum section length)</p>					<p>\$2,571.50</p>
<p>For Seat Numbers, add PER CHAIR</p>					<p>\$5.60</p>
<p>For Row Letters, add PER CHAIR</p>					<p>\$5.60</p>
<p>For 12" row rise, add 13% to the total per chair cost</p>					
<p>For Movable / Portable seating, contact the factory as an engineering analysis will be required and pricing will need adjusted.</p>					

Irwin Seating Company Authorized Field Partner List			Dec-20
Field Partner	Irwin RSM	Contact	Address
Integrity Sales Group, Inc.	Fritz Owen	Terry Harris	6586 E. 500th Avenue Mason, IL 62443
JWC Building Specialties	Fritz Owen	Jim Cogan	955 Walnut Ridge Drive Ste. A Hartland, WI 53029
Shiffer Equipment Sales, Inc. (dba. Martin Public Seating)	Fritz Owen	Mark Lewis	745 South Street Chardon, OH 44024
Larson Equipment Company	Fritz Owen	Chris Lutz	1000 E. State Parkway, Unit F Schaumburg, IL 60173
Northstar Equipment Company	Fritz Owen	Steve Harrington	3073 S. Chase Ave, Suite 330 Milwaukee, WI 53207
Haldeman-Homme, Inc.	Fritz Owen	Ron Johnson	450 Industrial Blvd. Minneapolis, MN 55413
Colvin Group	Fritz Owen	Jill Colvin	21500 Excelsior Blvd. Excelsior, MN 55331
Iowa Direct Equipment	Fritz Owen	Todd Ellison	3120 Capital Way Cedar Falls, IA 50613
Carberry Associates	Ray Byrnes	Tom Carberry	P.O. Box 242563 Anchorage, AK 99524
Idaloha Incorporated	Ray Byrnes	Keith Keil'ikuli	9505 W Wright St Boise, ID 83709
Sierra School Equipment	Ray Byrnes	Pat McDermott	1911 Mineral CT. Bakersfield, CA 93308
The Kleinman Group	Ray Byrnes	Larry Kleinman	1933 Baja Vista Way Camarillo, CA 93010
Haldeman-Homme, Inc. - South Central	Matt Huebsch	Jeff Anderson	6917 W. Coyote Ridge Circle Herriman, UT 84096
Lone Star Furnishing	Matt Huebsch	Brad Jones	4301 Reeder Dr. STE 100 Carrollton, TX 75010
Worthington Contract Furniture	Matt Huebsch	Kirk Worthington	3006 Longhorn Blvd., STE 104 Austin, TX 78758
Felzers Architectural Woodwork	Matt Huebsch	Rob Sciammarella	6223 W. Double Eagle Circle Salt Lake City, UT 84118
Institutional Products	Matt Huebsch	Cydney Earl	230 Cynthia Loop NW Unit C Albuquerque, NM 87114
Performance Surfaces	Matt Huebsch	John Connors	821 W. Wilshire Oklahoma City, OK 73116
Louisiana School Equipment Company	Matt Huebsch	Gary Gulotta	330 Lee Drive Suite B Baton Rouge, LA 70808
The Lowe Group	Matt Huebsch	Scott Lowe	22303 Tuwa Road Tomball, TX 77375
ECFS	Matt Huebsch	Scott Lowe	22303 Tuwa Road Tomball, TX 77375
Mid-States School Equipment	Matt Huebsch	Charlie Burt	810-C NW Main Lee' Summit, MO 64086
Universal Equipment	Fred Hannapel	Lee Ritsema	PO Box 10127 Raleigh, NC 27605
A.T. Equipment Sales	Fred Hannapel	George Tischler	180 Brook St, Suite B and C Scarsdale, NY 10583
Builder's Specialty	Fred Hannapel	Ben Burkholder	77 Wilson Ave. P.O. Box 433 Elizabethtown, PA 17022
Corbin Interiors	Fred Hannapel	Greg Corbin	1615 (02331) Duxbury, MA
EA Fisher	Fred Hannapel	Tom Carney	257 Mamaroneck Ave. Mamaroneck, NY 10543
Essjay Company	Fred Hannapel	Steve Blumenfeld	1156 Gantt Dr. Huntingdon Valley, PA 19006
Blankenship Associates	Fred Hannapel	Traci Smith	(27622) Raleigh, NC 27607
Highland Seating	Fred Hannapel	Steve Celeski	Regency Park 12 Welch Ave. STE Stoughton, MA 02072
BEB Associates, Inc.	Fred Hannapel	Bruce Benedict	3715 Spicewood Dr., Annandale, VA 22003
McHugh Institutional Furnishings (McH)	Fred Hannapel	Jeff Mulhall	125 Laser Court Hauppauge, NY 11788

Maffei Strayer Furnishings	Fred Hannapel	Rich Strayer	147 Cobblestone Drive	Pittsburgh, PA 15237
KFH & Associates	Fred Hannapel	Kathleen Haldeman	7210 Kent Point Road	Stevensville, MD 21666
Longo Associates	Fred Hannapel	Nat Longo	100 Hilltop Road	Ramsey, NJ 07446-1119
Professional Furnishings & Equipment	Fred Hannapel	Gregg Stalker	2191 George Urban Blvd.	Depew, NY 14043
Whitermore	Fred Hannapel		35 Lakeview Avenue, Jamestown, NY 14701	
Union Wholesale Company	Fred Hannapel	Jim McLaughlin/Chad Morris	Front & Lombard St.	Willimington, DE 19801
DGI (Delta Graphic)	Fred Hannapel	Tam Moody	12532 Branders Bridge Road	Chester, VA 23831
J.H. Pence Co. - VA	Fred Hannapel	Bill Pence	(42005)	Roanoke, VA 24015
Perfection Equipment	Fred Hannapel	Paul Trageser	135 Harold Andrews Road P.O. Bo	Siler City, NC 27344
Forum Athletic Products	Mark Wretschko	Paul Strazzabosco	9 Browning Court, Unit 1	Bolton, ON L7E 1G8
Ergoworks Canada Inc	Mark Wretschko	Rick Underhill	Unit 1 - 714 Windmill Road	Dartmouth, Nova Scotia B3B 1C2
Centaur Products, Atlantic	Mark Wretschko	Stewart Cormack	299 Rocky Lake Drive, Unit 10	Bedford, Nova Scotia B4A 2T3
Agora Inc.	Mark Wretschko	Michael Gagnon	1104 Levis	Terrebonne, Quebec J6W 4L1
Haldeman-Homme, Inc. - CO/WY/MT	Mark Wretschko	Jeff Anderson	8676 Concord Center Dr.	Englewood, CO 80112
Centaur Products	Mark Wretschko	James Monteith	6855 Antrim Avenue	Burnaby, British Columbia, Canada V5J 4M1
Colvin Group (ND)	Mark Wretschko	Jill Colvin	21500 Excelsior Blvd.	Excelsior, MN 55331
Gunner Pacific	Mark Wretschko	Josh Evans	608-1270 Robson Street	Vancouver, BC V6E 3Z6
School Products & Equipment	Mark Wretschko	Arlen Fetch	1900 Commerce Dr.	Bismarck, ND 58501-2506
Georgia Specialty Equipment	Les Lundberg	Tripp Copeland	137 North 85 Parkway	Fayetteville, GA 30214
Ross Pritchard and Associates	Les Lundberg	Ross Pritchard	2700 Fourth Avenue South P.O. Bo	Birmingham, AL 35201-1388
Steve Ward and Associates	Les Lundberg	Andrew Ward, Geoff McEirat	7330 Cockrill Bend Industrial Road	Nashville, TN 37209
MISSCO Interior Concepts LLC	Les Lundberg	Jason McNeel	116 Ridgeland Plaza	Ridgeland, MS 39157
Innerplan	Les Lundberg	Tim McMennamy	7001 Innerplan Drive	North Little Rock, AR 72113
Contract 1 Furniture	Les Lundberg	Sam McCall, Colin McCall	P.O. Box 1263	Duluth, GA 30096-9998
MVK Group	Les Lundberg	Tim Kuhlman, Michelle Howa	2101 Vista Parkway #122	West Palm Beach, FL 33411



*Dedicating ourselves to customer satisfaction, employee well-being, and profitable growth.*

## **Tab #2: Products/Pricing – Not to Exceed Freight & Installation**

### **Region 4 ESC “Not to Exceed” Freight**

The majority of Irwin Seating Company projects ship via dedicated trucks from our manufacturing facilities in the Midwest (Grand Rapids, Michigan and Altamont, Illinois). Truckload capacity varies by chair model but is typically not less than 500 chairs.

For projects that can ship via dedicated truck-load carrier to Region 4 facilities, the not to exceed per chair freight cost is \$17.50. **When the chair quantity allows for good freight efficiency, we would expect this to be considerably less.**

For small projects <200 chairs, we can ship via LTL Carriers. The not to exceed per chair freight cost for small LTL carrier shipments is \$20.00.

Bleacher freight will always be truckload freight. Truckload not to exceed cost is \$4,300 per truck.

### **Region 4 ESC “Not to Exceed” Installation**

It is difficult to accurately anticipate the extensive variety of field conditions we may encounter when installing our products in new facilities or replacing products in existing facilities. This makes quoting installation services for a term contract very difficult.

Irwin Seating Company offers the following not to exceed installation costs for Region 4 ESC agency projects. These prices are based on open shop labor rates.

- Basic seating installation @ <100 chairs: \$35.00 per chair
- Basic seating installation @ >100 chairs: \$30.00 per chair

These prices include field verification of dimensions, meet and unload truck, layout and install seating, and removal of packaging materials into owner provided recycle containers or dumpsters. Removal and disposal of existing seating is not included in these prices. Any required floor repair work, floor covering work, etc. is also excluded.

Telescopic Bleacher Seating installation is available at the following not to exceed installation costs for Region 4 ESC agency projects. These prices are based on open shop labor rates:

- Basic telescopic bleacher installation <200 gross seats: \$40/gross seat
- Basic telescopic bleacher installation >200 gross seats: \$35/gross seat

“Gross Seat” is calculated as follows: (Length of bleacher in feet / 1.5) x number of rows.



*Dedicating ourselves to customer satisfaction, employee well-being, and profitable growth.*

### **Tab #3: Performance Capability**

#### **Performance Capability:**

#### **RFP 2b Performance Capability**

- Item 2bi Our detailed response to Appendix D, Exhibit A is found later in this document.
- Item 2bii Agreed, we will sign Appendix D, Exhibit B, with modifications indicated.
- Item 2biii The referenced executed exhibits are included. See Tab 6 for these items.
- Item 2biv Irwin Seating Company builds all products “to order” and as such there really isn’t a process to respond to “emergency orders”. We do have a process to expedite DASH orders to address issues that come up at time of installation. We also have ability to expedite parts orders for our customers.
- Item 2bv The nature of our work doesn’t allow us to calculate “fill rate”. We do track “on-time and complete” shipments to our customers and are consistently 95%+ on time and complete.\
- Item 2bvi Our typical project lead-time is 8-16 weeks. We have an extensive product line, and our project size varies greatly, so our lead-times are dependent on the scope of work and type of product. As indicated in our response to 2bv, we typically ship our projects on time and complete 95%+ of the time.
- Item 2bvii Since all our products are manufactured for each specific customer’s order we are unable to accept returns on most all items. Each order has a detailed submittal and approval process that allows customers opportunity to review and formally approve their products before manufacturing and shipment.
- Item 2bviii Irwin Seating Company provides Parts & Service, and Warranty Service through our Quality Assurance Department. Within Quality Assurance our Customer Technical Services staff handles all requests for warranty service, from first contact through execution of the service on site. On site warranty service is either executed by Irwin Seating Company service techs, or via a network of authorized service providers located across the country. Our Parts and Service team fields all incoming requests for maintenance parts, as well as requests for service and repairs unrelated to warranty.
- Item 2bix Our Customer Technical Services reps are based in our Grand Rapids, Michigan corporate headquarters. They are available via phone M-F from 8AM to 5PM EST. Our Parts and Service representatives are on the same schedule.

- Item 2bx Irwin Seating Company would typically extend Net 30 terms to public agencies where there is minimal risk of non-payment. Our invoices are generated at time of shipment. Payment is accepted via check or ACH for projects (credit card/p-card payment not available). Our Parts & Service Department does accept credit card payments for parts orders.
- Item 2bxi Irwin Seating Company will conduct extensive internal communication and training upon award of the contract. As we currently have an Omnia/National IPA contract this is not new, but we will have a new level of sales and marketing promotion in an effort to maximize participation in the contract.
- Item 2bxii Irwin Seating Company is in very sound financial condition, with limited debt, good cash flow, and profitable operations year after year. We would be pleased to provide a copy of our audited financial statement summary for 2017 and 2018 upon request.
- Item 2bxiii Our website is [www.irwinseating.com](http://www.irwinseating.com). Due to the complexity of our product, and the fact that there must be architectural coordination prior to ordering, we do not use the web-site as a portal for placing orders. The website contains a wealth of product information, company information, planning information, that is useful for customers and design professionals that are planning a fixed seating or telescopic seating project.
- Item 2bxiv Irwin Seating Company has a strong commitment to safety. We employ behavioral based safety that encourages each employee to actively consider the environment, and their actions in that environment, in terms of safety. Our goal is to have a very safe workplace, one where employees leave work each day, and at the end of their time with our company, in better physical condition than before. We would be pleased to provide our OSHA 300 log summary reports if requested.
- Item 2bxv Irwin Seating Company have been the leader in design, manufacture, shipment and installation of fixed and telescopic seating systems for many decades. As such we bring extensive, practical, valuable, experience to each project. The time and attention to detail our sales team brings is of paramount importance to the overall success of each project. Fixed seating and telescopic seating are all we do!

**Item i: A detailed response to Appendix D, Exhibit A is included below:**

Item 1.2 Irwin Seating Company reserves the right to negotiate the 3% fee before award of the contract. Our current National IPA contract fee is 2%, so the 50% increase in the fee is hard to accept without further discussion.

Item 2.0 Representations and Covenants: Irwin Seating Company understands and is in agreement with Item 2.1 Corporate Commitment, Item 2.2 Pricing Commitment, and Item 2.3 Sales Commitment.

**Item 3.0 Supplier Response**

**Item 3.1 Company**

3.1a Irwin Seating Company was founded in 1907 and is the largest manufacturer of fixed audience seating and telescopic seating systems in North America. All of our products are manufactured in Grand Rapids, Michigan (Seating) or Altamont, Illinois (Telescopic Seating Systems). These two “specialty” products are our entire focus and as such we bring significant technical expertise to each project we are involved with.

3.1b Irwin Seating Company has a direct (employee) sales force of 12 (Regional Sales Managers and Territory Sales Managers) which work with customers directly, but also oversee our network of Field Partners (distributors, dealers, sales agents, etc.) across North America. Our Field Partner network is very robust, provides coast-to-coast coverage, and would have in excess of 100 sales persons involved with promotion of a contract resulting out of this RFP process.

3.1c Our corporate offices are located in Grand Rapids, Michigan, where 500+ management, office, and manufacturing team members are employed. Our direct sales people are based in: San Diego, Salt Lake City, Portland, Indianapolis, Detroit, Atlanta, Fort Lauderdale, Glendale (AZ), Eden (NC), and Grand Rapids. Order administration and customer service work is executed from our offices in Grand Rapids and Altamont.

3.1d Our annual sales are: 2016 = \$129,000,000 2017 = 151,000,000 2018 = \$142,000,000

3.1e Our FEIN is 38-1333053. We do not have access to a D&B Report, but are willing and able to submit certified financial statements upon request.

3.1f Irwin Seating Company has a documented record of environmental leadership. See attached environmental policy statement.

3.1g Irwin Seating Company is not a M/W/SBE enterprise, but often our Field Partners can offer M/W/SBE participation by hiring a certified installer that holds appropriate certifications.

3.1h Irwin Seating Company is not a HUB business, but often our Field Partners can offer HUB participation by hiring a certified installer that holds appropriate HUB certifications.



3.1i Irwin Seating Company specializes in fixed audience seating and telescopic seating systems and has been doing so since 1907. We have a very broad product line to serve the needs of the Education, Performing Arts, Worship, Sports, and Cinema markets. We are also unique in that we manufacture all products offered for his contract in our own factories, in a time when most (if not all) of our competitors have out-sourced manufacturing to partners outside the United States. Properly representing, auditorium seating and telescopic seating systems require both product knowledge and product application knowledge. As we specialize in these products our sales people, and our Field Partner sales people provide value added service before and during the sale. Product quality is also very different from company to company and Irwin Seating Company is confident a after a detailed comparison of our products and our competitors' products it will be clear that Irwin Seating Company products provide the most comfortable, durable, and good-looking solution – at a price that represents best value.

Further installation of fixed audience seating and telescopic seating systems is considered to be “construction” in most states and often requires companies providing these type products and services be properly licensed to do so. Irwin Seating Company holds active contractors licenses in those states where it is required, as do our Field Partners.

3.1j Irwin Seating Company is not currently, and has not been, involved with any litigation that is relevant to this RFP. We have not been involved with any bankruptcy or reorganization.

3.1k Irwin Seating Company is a privately held corporation. None of the current owners, board members, or officers of the company are convicted felons.

3.1l There are no debarments or suspension actions taken against Irwin Seating Company.

### **Item 3.2 Distribution – Logistics**

3.2a Irwin Seating Company is offering a broad line of fixed audience seating as well as telescopic seating systems. Please refer to our Purchase Contract Price List and attached brochures for additional information on the full line of products, accessories, and fabrics/finishes offered.

3.2b Irwin Seating Company's 12 Regional Sales Managers and Territory Sales Managers will work with our Field Partners (Distributors, Dealers, Independent Sales Agents) to promote the agreement to Omnia Partners member agencies. We currently have Field Partner coverage across all 50 states as well as Canada and Puerto Rico. Our Field Partner sales people are the front line in working with partner agencies on contract sales.

3.2c All proposals made under the contract will clearly reference the contract number, indicate the product list pricing, show the contract discount (50% discount from list price), and agency net price. To verify compliance, customers could compare pricing listed on the proposal with pricing included in the Purchase Contract Price List. This will be consistent for quotes developed by Irwin Seating Company as well as our Field Partners.

3.2d Most all product is shipped via common carrier and installation is sub-contracted to a network of Irwin certified independent installation companies.

3.2e All products offered under the agreement are manufactured in Grand Rapids, Michigan. Our production facility has over 400,000 square feet of dedicated production space, and well as office space to house our team of over 100 management, customer service, engineering, HR, and accounting staff. We also operate a 130,000 square foot distribution center here in Grand Rapids. In Altamont, Illinois, we have a 150,000 square foot production facility that is dedicated to building telescopic seating systems. Altamont also houses engineering, customer service, accounting and HR staff. Irwin Seating Company products are not commonly found in “storefront” retail settings due to the specialty nature of auditorium seating and retractable seating.

**3.3 Marketing and Sales: Irwin Seating Company intends to aggressively promote the contract that would come from this RFP (if we are successful). Plans include:**

3.3a Irwin Seating Omnia Contract Marketing 90 Day Plan

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

3.3b Irwin Seating Company marketing efforts will be led by Jason Vanderground, Director of Marketing. Jason comes to Irwin Seating Company from Steelcase where he was involved with marketing and promotion of purchasing contracts across several markets. We look forward to growing our relationship with Omnia Partners via a cooperative plan to promote Irwin Seating Company products, purchased via the contract.

3.3c Irwin Seating Company will make our best effort to promote use of the agreement, but in the end utilization of the agreement is in the hands of the member agency. Currently Irwin Seating Company holds the following cooperative agreements:

- National IPA contract (Expires March 2020)
- E&I Cooperative
- BuyBoard

Our National IPA contract has been our most active and preferred cooperative agreement.

The E&I agreement is utilized when we have Higher Education market customers that have a preference to purchase from E&I.

BuyBoard is popular with many institutions in Texas, but it is not utilized much outside of Texas.

Irwin Seating Company intends to position the contract that would be awarded from this RFP as our premier cooperative agreement.

3.3d Irwin Seating Company agrees to provide our primary logo, and other marketing materials as requested, for use by Omnia.

3.3e Irwin Seating Company agrees to Items 3.3e i-iv.

3.3f Irwin Seating Company agrees to train our national sales force as indicated.

3.3g The following are key points of contact at Irwin Seating Company:

Executive Support:	Colin W. (Coke) Irwin	<a href="mailto:coke.irwin@irwinseating.com">coke.irwin@irwinseating.com</a>
Marketing:	Jason Vanderground	<a href="mailto:jason.vanderground@irwinseating.com">jason.vanderground@irwinseating.com</a>
Sales:	Spence Benedict	<a href="mailto:spence.benedict@irwinseating.com">spence.benedict@irwinseating.com</a>
Sales Support:	Anne Chapman	<a href="mailto:anne.chapman@irwinseating.com">anne.chapman@irwinseating.com</a>
Financial Reporting:	Spence Benedict	<a href="mailto:spence.benedict@irwinseating.com">spence.benedict@irwinseating.com</a>
Accounts Payable:	Sandy Vermerris	<a href="mailto:sandy.vermerris@irwinseating.com">sandy.vermerris@irwinseating.com</a>
Contracts:	Spence Benedict	<a href="mailto:spence.benedict@irwinseating.com">spence.benedict@irwinseating.com</a>

3.3h Irwin Seating Company's direct sales force is as follows:

Coke Irwin	Sr. VP Sales & Marketing	<a href="mailto:coke.irwin@irwinseating.com">coke.irwin@irwinseating.com</a>
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Ray Byrnes	Regional Sales Manager (West Region)
Brian Senyo	Territory Sales Manager (Washington/Oregon)
Matt Huebsch	Regional Sales Manager (South Central)
Clark Dudley	Territory Sales Manager (Utah)
Lou Domenicone	Territory Sales Manager (Arizona)

Mark Wretschko	Regional Sales Manager (North Central)
Fritz Owen	Regional Sales Manager (Midwest)
Diane Schildknecht	Territory Sales Manager (Indiana)
Tom McLean	Territory Sales Manager (Michigan)
Les Lundberg	Regional Sales Manager (South East)
Fred Hannapel	Regional Sales Manager (North East)
Bill Moore	Market Sales Manager (Cinema)
Marshall Lacombe	Market Sales Manager (Sports)

Regional Sales Managers report to Coke Irwin and have responsibility for coordinating all sales activity in a specific geography. Regional Sales Managers support our Field Partners and Territory Sales Managers.

- 3.3i Irwin Seating Company’s sales teams will work cooperatively to promote use of the national program. We will create contact lists for Omnia Partners staff that are specific to each of our Regional Managers, Territory Managers, and Field Partner organizations. As our Regional Sales Managers schedule sales meetings and training sessions with our Field Partners, promotion of the Omnia Partners national agreement will be a topic of focus and we would invite Omnia Partners staff to participate in those sessions. Our goal is to have our entire sales team lead with the agreement whenever presenting to partner agencies, or customers that are qualified to join Omnia Partners.
- 3.3i Irwin Seating Company will manage the overall national program from our corporate offices in Grand Rapids, Michigan. Our Director of Marketing (Jason Vanderground) and Director of Sales (Spence Benedict) will work cooperatively with Omnia Partners and our Sales Team to leverage our strength as the leading manufacturer in our industry, and Omnia Partners strength as the leading name in cooperative purchasing, to increase sales year over year throughout the life of the contract.
- 3.3j The vast majority of Irwin Seating Company’s annual sales are “project sales” rather than repeat business from the same public agencies. For example, most school districts may only have a requirement for our type products once every decade (or more depending on the size of the school district). As such we do not typically maintain close, ongoing, relationship with most of our customers outside of any parts and service work they may require. For 2018 the following are 10 of our largest public agency customer projects:
- University of North Carolina (Football Stadium Seating): \$3.8 Million
  - Mount Vernon (NY) City Schools (Performing Arts Center): \$507,000
  - Texas A&M University (Classroom Auditorium Seating): \$490,000
  - Hibbing (MN) Public Schools (Auditorium Seating): \$365,840
  - University of Texas (Classroom Auditorium Seating): \$313,000
  - Rutgers University (Telescopic Seating System): \$199,000
  - City of Lakeland (FL) (Performing Arts Center Seating): \$179,165
  - Missouri University (Classroom Auditorium Seating): \$154,769
  - Huntington Community Schools (IN) (Auditorium Seating): \$136,595
  - ISD 0217 Bloomington (MN) (Auditorium Seating): \$111,487

- 3.3k Irwin Seating Company manages orders via a CPQ system developed for our specific needs by our IT Department. This system covers projects through order entry when they are electronically “passed” to our MRP system, PLEX. PLEX manages the order manufacturing process, through shipment, invoicing, and receipt of payment. Reports generated from PLEX allow us to track purchase contract sales activity and are the basis of our reporting sales to Omnia Partners.
- 3.3m Irwin Seating Company is not in a position to guarantee a minimum contract sales volume as our volume is highly variable and typically influenced greatly by our success in procuring large sports and entertainment orders via the national agreement. As per our earlier answers to several questions, we will do everything possible to maximize use of a national agreement that would result from this RFP.
- 3.3m Irwin Seating Company will work with Omnia Partners public agency members to utilize the national agreement. We will promote use of the agreement, but ultimately it is up to the member agency to decide if their procurement process will be based on use of an Omnia Partners national agreement contract, or not. Irwin Seating Company will require member agencies to reference the contract number on purchases made under the national agreement. Similarly, any offer we make that is based on use of the national agreement will clearly show the national agreement contract number and clearly detail how the offer is in compliance with the terms and conditions of the national agreement contract. Irwin Seating Company has no responsibility to report sales that are unrelated to the national agreement contract.

**OMNIA Partners Public Sector – Exhibit B Administration Agreement – Comments:**

- Item 10: Irwin Seating Company cannot compel public agencies to join Omnia Partners and/or utilize the master agreement. As indicated, Irwin Seating Company will make every effort to promote the master agreement with public agency customers, but we view the decision to utilize the contract to be one that can only be made by the public agency.
- Item 12: Irwin Seating Company wishes to further discuss the 3% administration fee indicated. Our current National IPA contract includes a 2% fee so it is difficult to understand a 50% increase in the administrative cost of the contract.

Irwin Seating Company Authorized Field Partner List			Dec-20
Field Partner	Irwin RSM	Contact	Address
Integrity Sales Group, Inc.	Fritz Owen	Terry Harris	6586 E. 500th Avenue Mason, IL 62443
JWC Building Specialties	Fritz Owen	Jim Cogan	955 Walnut Ridge Drive Ste. A Hartland, WI 53029
Shiffer Equipment Sales, Inc. (dba. Martin Public Seating)	Fritz Owen	Mark Lewis	745 South Street Chardon, OH 44024
Larson Equipment Company	Fritz Owen	Chris Lutz	1000 E. State Parkway, Unit F Schaumburg, IL 60173
Northstar Equipment Company	Fritz Owen	Steve Harrington	3073 S. Chase Ave, Suite 330 Milwaukee, WI 53207
Haldeman-Homme, Inc.	Fritz Owen	Ron Johnson	450 Industrial Blvd. Minneapolis, MN 55413
Colvin Group	Fritz Owen	Jill Colvin	21500 Excelsior Blvd. Excelsior, MN 55331
Iowa Direct Equipment	Fritz Owen	Todd Ellison	3120 Capital Way Cedar Falls, IA 50613
Carberry Associates	Ray Byrnes	Tom Carberry	P.O. Box 242563 Anchorage, AK 99524
Idaloha Incorporated	Ray Byrnes	Keith Keil'ikuli	9505 W Wright St Boise, ID 83709
Sierra School Equipment	Ray Byrnes	Pat McDermott	1911 Mineral CT. Bakersfield, CA 93308
The Kleinman Group	Ray Byrnes	Larry Kleinman	1933 Baja Vista Way Camarillo, CA 93010
Haldeman-Homme, Inc. - South Central	Matt Huebsch	Jeff Anderson	6917 W. Coyote Ridge Circle Herriman, UT 84096
Lone Star Furnishing	Matt Huebsch	Brad Jones	4301 Reeder Dr. STE 100 Carrollton, TX 75010
Worthington Contract Furniture	Matt Huebsch	Kirk Worthington	3006 Longhorn Blvd., STE 104 Austin, TX 78758
Felzers Architectural Woodwork	Matt Huebsch	Rob Sciammarella	6223 W. Double Eagle Circle Salt Lake City, UT 84118
Institutional Products	Matt Huebsch	Cydney Earl	230 Cynthia Loop NW Unit C Albuquerque, NM 87114
Performance Surfaces	Matt Huebsch	John Conners	821 W. Wilshire Oklahoma City, OK 73116
Louisiana School Equipment Company	Matt Huebsch	Gary Gulotta	330 Lee Drive Suite B Baton Rouge, LA 70808
The Lowe Group	Matt Huebsch	Scott Lowe	22303 Tuwa Road Tomball, TX 77375
ECFS	Matt Huebsch	Scott Lowe	22303 Tuwa Road Tomball, TX 77375
Mid-States School Equipment	Matt Huebsch	Charlie Burt	810-C NW Main Lee' Summit, MO 64086
Universal Equipment	Fred Hannapel	Lee Ritsema	PO Box 10127 Raleigh, NC 27605
A.T. Equipment Sales	Fred Hannapel	George Tischler	180 Brook St, Suite B and C Scarsdale, NY 10583
Builder's Specialty	Fred Hannapel	Ben Burkholder	77 Wilson Ave. P.O. Box 433 Elizabethtown, PA 17022
Corbin Interiors	Fred Hannapel	Greg Corbin	1615 (02331) Duxbury, MA
EA Fisher	Fred Hannapel	Tom Carney	257 Mamaroneck Ave. Mamaroneck, NY 10543
Essjay Company	Fred Hannapel	Steve Blumenfeld	1156 Gantt Dr. Huntingdon Valley, PA 19006
Blankenship Associates	Fred Hannapel	Traci Smith	(27622) Raleigh, NC 27607
Highland Seating	Fred Hannapel	Steve Celeski	Regency Park 12 Welch Ave. STE Stoughton, MA 02072
BEB Associates, Inc.	Fred Hannapel	Bruce Benedict	3715 Spicewood Dr., Annandale, VA 22003
McHugh Institutional Furnishings (McH)	Fred Hannapel	Jeff Mulhall	125 Laser Court Hauppauge, NY 11788

Maffei Strayer Furnishings	Fred Hannapel	Rich Strayer	147 Cobblestone Drive	Pittsburgh, PA 15237
KFH & Associates	Fred Hannapel	Kathleen Haldeman	7210 Kent Point Road	Stevensville, MD 21666
Longo Associates	Fred Hannapel	Nat Longo	100 Hilltop Road	Ramsey, NJ 07446-1119
Professional Furnishings & Equipment	Fred Hannapel	Gregg Stalker	2191 George Urban Blvd.	Depew, NY 14043
Whitermore	Fred Hannapel		35 Lakeview Avenue, Jamestown, NY 14701	
Union Wholesale Company	Fred Hannapel	Jim McLaughlin/Chad Morris	Front & Lombard St.	Willimington, DE 19801
DGI (Delta Graphic)	Fred Hannapel	Tam Moody	12532 Branders Bridge Road	Chester, VA 23831
J.H. Pence Co. - VA	Fred Hannapel	Bill Pence	(42005)	Roanoke, VA 24015
Perfection Equipment	Fred Hannapel	Paul Trageser	135 Harold Andrews Road P.O. Bo	Siler City, NC 27344
Forum Athletic Products	Mark Wretschko	Paul Strazzabosco	9 Browning Court, Unit 1	Bolton, ON L7E 1G8
Ergoworks Canada Inc	Mark Wretschko	Rick Underhill	Unit 1 - 714 Windmill Road	Dartmouth, Nova Scotia B3B 1C2
Centaur Products, Atlantic	Mark Wretschko	Stewart Cormack	299 Rocky Lake Drive, Unit 10	Bedford, Nova Scotia B4A 2T3
Agora Inc.	Mark Wretschko	Michael Gagnon	1104 Levis	Terrebonne, Quebec J6W 4L1
Haldeman-Homme, Inc. - CO/WY/MT	Mark Wretschko	Jeff Anderson	8676 Concord Center Dr.	Englewood, CO 80112
Centaur Products	Mark Wretschko	James Monteith	6855 Antrim Avenue	Burnaby, British Columbia, Canada V5J 4M1
Colvin Group (ND)	Mark Wretschko	Jill Colvin	21500 Excelsior Blvd.	Excelsior, MN 55331
Gunner Pacific	Mark Wretschko	Josh Evans	608-1270 Robson Street	Vancouver, BC V6E 3Z6
School Products & Equipment	Mark Wretschko	Arlen Fetch	1900 Commerce Dr.	Bismarck, ND 58501-2506
Georgia Specialty Equipment	Les Lundberg	Tripp Copeland	137 North 85 Parkway	Fayetteville, GA 30214
Ross Pritchard and Associates	Les Lundberg	Ross Pritchard	2700 Fourth Avenue South P.O. Bo	Birmingham, AL 35201-1388
Steve Ward and Associates	Les Lundberg	Andrew Ward, Geoff McEirat	7330 Cockrill Bend Industrial Road	Nashville, TN 37209
MISSCO Interior Concepts LLC	Les Lundberg	Jason McNeel	116 Ridgeland Plaza	Ridgeland, MS 39157
Innerplan	Les Lundberg	Tim McMennamy	7001 Innerplan Drive	North Little Rock, AR 72113
Contract 1 Furniture	Les Lundberg	Sam McCall, Colin McCall	P.O. Box 1263	Duluth, GA 30096-9998
MVK Group	Les Lundberg	Tim Kuhlman, Michelle Howa	2101 Vista Parkway #122	West Palm Beach, FL 33411



*Dedicating ourselves to customer satisfaction, employee well-being, and profitable growth.*

## **Tab #4: Qualifications & Experience**

### **Qualifications and Experience**

#### **RFP 2c Qualification and Experience**

- Item 2ci Irwin Seating Company was founded in 1907 and is the largest manufacturer of fixed audience seating and telescopic seating systems in North America. All of our products are manufactured in Grand Rapids, Michigan (Seating) or Altamont, Illinois (Telescopic Seating Systems). These two “specialty” products are our entire focus and as such we bring significant technical expertise to each project we are involved with.
- Item 2cii Irwin Seating Company has a reputation in our industry for building high quality products that represent best value. Our goal is to build products that are comfortable, durable, and good looking. All at a price that represents best value when compared to our competition. As one of the only manufacturers that continues to build our products here in the USA we are able to respond to our customers’ needs more quickly, both in terms of their initial order as well as when future service might be required.
- Item 2ciii See response to 2cii above.
- Item 2civ Irwin Seating Company is truly a good place to be an employee. Our company is family owned and is also a profit-sharing company. Employees are treated fairly and encouraged to grow in their job through a formal Catalytic Coaching process that everyone in the organization participates in. As a result, we have low employee turn-over leading to many employees with 5, 10, 15, 20, or more years of experience in the specialized work we do. Our Sales Team, on average, has 15+ years of experience with the company, as does Spence Benedict, Director of Sales (20 years) and Coke Irwin (12 years). Our Marketing Director, Jason Vanderground is new to Irwin Seating, but came to us after 10 years in Marketing at Steelcase.
- Item 2cv A significant percentage of Irwin Seating Company products install into public buildings. Public education, higher education, City/County owned sports and entertainment facilities, as well as some projects in federal government (although we’ve never had a GSA contract). Our work often requires that we hold a contractor’s license and as such we maintain those licenses in states which require them.
- Item 2cvi Irwin Seating Company is not currently, and has not been, involved with any litigation that is relevant to this RFP. We have not been involved with any bankruptcy or reorganization.



Item 2cvii Customer References. The following are a range of references from customers, architects, construction managers, etc. that can speak Irwin Seating Company's ability to execute our work.

Michigan State University Wharton Center for the Arts.

Jarrod Bradford 517-884-3104 [jarrod.bradford@whartoncenter.com](mailto:jarrod.bradford@whartoncenter.com)  
Scope of Work: Replacement of 2,000+ chairs at Wharton Center

Northwestern University Ryan-Walter Athletic Complex

Carrie Forsman 847-491-8686 [c-forsman@northwestern.edu](mailto:c-forsman@northwestern.edu)  
Scope of Work: Replacement of 8,500 chairs and telescopic platforms.

AeCom Hunt Construction

Tab Baker, Sr. VP 602-225-9500 [tab.baker@aecom.com](mailto:tab.baker@aecom.com)  
Scope of Work: Various projects across USA

LaMirada Theatre

BT McNicholl 714-994-6150 [btmcnicholl@lamiradatheatre.com](mailto:btmcnicholl@lamiradatheatre.com)  
Scope of Work: 1,245 new auditorium chairs.

Broadway Arts (Pantages Theatre)

Scott Painter 253-573-2341 [spainter@broadwaycenter.org](mailto:spainter@broadwaycenter.org)  
Scope of Work: 1,228 new historic replica chairs.

Red Bluff Theatre

Linda Bullock 530-529-2787  
Scope of Work: 745 new auditorium chairs

BCA Associates Consulting

Bill Conner, Principal 708-983-5792 [bill@bcaworld.com](mailto:bill@bcaworld.com)  
Scope of Work: Theatre consultant on many Irwin Seating projects.

Point Loma Nazarene University

Eric Remley 619-379-4757 [eremley@pointloma.edu](mailto:eremley@pointloma.edu)  
Scope of Work: 1,750 new chairs for chapel building.

Germantown High School

Joel Farren, Principal 262-502-7291 [jfarren@gsdwi.org](mailto:jfarren@gsdwi.org)  
Scope of Work: Auditorium Seating and Gym Bleacher Seating

Muskegon Public Schools – Muskegon High School

Dr. Arthur Garner, Principal 231-720-2800  
Scope of Work: Auditorium Seating for High School

Please contact each of the references listed to discuss their experience in dealing with Irwin Seating Company, our Sales Team (including Field Partners), and our products. Additionally, we have included a catalog of installation photography on the electronic flash drive submitted with our bid.



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**Tab #5: Value Add**

**Value Add**

**Item 2d Value Add**

Item 2di Irwin Seating Company believes we are uniquely qualified to provide Region 4 CSD and Omnia Partners an extremely broad range of auditorium, lecture room, and telescopic seating products. While the products we offer are valuable, we believe the added value we bring is contained in the focus we have on this specialty product, and experience we bring in helping with proper design and application of our products into customers' buildings.

Additionally, we have attached our sample COI, W9 form, sustainability policy statement, and credit and business reference guide, and a letter from our surety (which is a clear indication of our financial stability).

# Sustainability

At Irwin Seating Company, we manufacture products to the highest standards of quality. Our seating solutions experts listen to our clients and follow the market trends closely and we tailor products to the unique requirements of our customers. As part of this system of excellence, we look at our designs, materials, processes, and wastes with an “environmental eye” toward improvement. We are committed to protecting the environment through the development of pollution prevention programs and practices, and by implementing technologies to safeguard and preserve our natural resources. Irwin Seating has been evaluating environmental aspects for many years and has been benchmarking and tracking progress. These activities and accomplishments allow us to share our story.

The Irwin Seating Company Environmental Leadership story contains a wide variety of topics, including:

- Reduce, Reuse, Recycle Programs
- Energy Conservation
- Air Quality
- Environmental Commitment
- Environmental Policy

## **Reduce, Reuse, Recycle**

The mantra of “Reduce, Reuse, Recycle” has been part of the Irwin Seating Company culture for many years, and it has only continued to prosper and flourish through our on-going efforts toward a lean enterprise. Lean is where we, as an organization, have focused on giving the customer exactly what they want and when they want it. We recognize that our customers demand a quality product. They do not want to pay, either directly or indirectly, hidden costs for the disposal of excess waste created in the engineering, purchasing, or manufacturing processes. They do not want to be connected with irresponsible manufacturers who could damage or harm their reputation. Customers of Irwin Seating Company can rest assured that we are committed to upholding the highest standards of environmental leadership.

We recycle our scrap metals, scrap wood, skids, batteries, packaging, excess fabric, light bulbs, cardboard, computers, and a variety of paper products. We have also worked with our vendors on efforts such as reusing packaging for shipping. Several of our suppliers now ship us their materials in Irwin Seating Company boxes that are then reused to ship finished goods to the customer. The results of these efforts save thousands of pounds of cardboard annually!

Additionally, the foam used for our seats contains 10% bio-based content, replacing the standard non-sustainable content, and all of our post-industrial scrap foam is shredded and recycled into carpet padding.

In addition to manufacturing new seating products, Irwin Seating Company also has the capability to refurbish old, worn seating to be reused in venues – the ultimate in recycling! Our restoration

department will strip and repaint standards, refinish and reupholster seats and backs and restore decorative end panels to return old chairs to their original luster and beauty.

In 2009, Irwin Seating Company formed a team whose purpose is to drive the company to a “zero-landfill” status for the Grand Rapids location. Within two years this goal was achieved and we have been able to avoid sending any waste to a landfill.

There is no doubt that the integration of programs to reduce, reuse, and recycle protects our environment. We can reduce damage caused by mining, logging, and manufacturing of raw materials. We can also reduce the risks of air and water pollution. It is estimated that for every ton of steel we recycle, we can save 2,500 pounds of iron ore, 1,000 pounds of coal, and 40 pounds of limestone!

When customers select products manufactured by Irwin Seating Company, they are demonstrating their environmental leadership by making a decision to work with a company which strives to take the best possible care of the environment.

## **Energy Conservation**

For both environmentally responsible and cost conscious organizations, there is major concern regarding their consumption of gas and electricity. As part of our role in environmental leadership, we have educated and encouraged our workforce to look at energy consumption from all angles. This includes the simple things such as turning off lights and equipment when not in use, closing factory doors immediately upon unloading a shipment, and selecting lower energy consumption lighting. It also includes more complex opportunities such as looking at how much energy it will take to produce a particular product or the replacement of equipment with energy efficient models.

As part of our annual environmental leadership efforts, Irwin Seating Company tracks energy consumption, sets a goal to reduce its consumption, reviews its usage, and structures teams and projects to go after opportunities. One such project was through Irwin Seating Company's participation in a voluntary EPA program called “Green Lights.” This program focused on energy reductions through the installation of energy efficient lighting throughout our office and factory area. The program introduced us to a variety of options of efficient lighting and resulted in an excellent opportunity to reduce energy consumption. In 2009, we systematically installed auto-shutoff lighting throughout our lower warehouse and all restrooms in our facility. Portions of the office were retrofitted with indoor LED lights as opposed to the old incandescent bulbs, and timers were added to the lighting in the Employee Center to ensure that lights were on only when the facility was in use during lunch hours and break times. These efforts have resulted in an 18% reduction in energy usage since their implementation.

Another way we have supported energy conservation has been through our purchase of “green power.” The term “green power” is used to define power generated from renewable energy sources, such as wind and solar power, geothermal, hydropower, and various forms of bio-mass. Irwin Seating Company's purchase of “green power” supports the development of renewable energy sources, which can reduce the burning of fossil fuels, such as coal, oil, and natural gas. Greater reliance on renewable sources also provides economic benefits and can improve our national energy security.

## **Air Quality**

Our environmental leadership and success in the area of air quality can quite literally be defined as a breath of fresh air. Although that might be said with obvious humor, the issue of air pollution is a real problem for all of us. According to the Environmental Protection Agency, “The average adult breathes over 3,000 gallons of air every day. Children breathe even more air per pound of body weight and are more susceptible to air pollution. Many air pollutants, such as those that form urban smog and toxic compounds, remain in the environment for long periods of time and are carried by winds for hundreds of miles from their origin.” Sadly, air pollution is known to cause a variety of health difficulties, and in some cases, very serious health issues.

Recognizing the problems related to air pollution and understanding that everyone must play a role in prevention, we identified all sources of potential air pollution and have instituted practices, product changes, and new systems and processes to eliminate excessive pollution. While a participant of the Environmental Protection Agency’s 33/50 Program, Irwin Seating Company voluntarily joined to reduce air pollution by 33% in its painting operations by converting our metal finishing over to all powder coating.

Most recently, we converted from solvent-based glue in our upholstery operation to water-based glue, as well as replaced solvent-based stains in our wood finish line with water-based stains. These changes reduced our VOC emissions by 45%, while allowing us to maintain the same high quality standards for which Irwin Seating Company is known and our customers have come to expect.

Our commitment to improving air quality is real and it comes with results, from which our customers and community benefit.

## **Environmental Commitment**

Irwin Seating Company’s commitment to the environment is not one of words, but of actions. As part of our commitment, we actively participate and support several environmental organizations. Our participation allows us to:

- learn best practices
- develop our understanding of environmental concerns
- network with other organizations committed to protecting our environment
- benchmark and assess our own performance
- gather information that is useful not just at a manufacturing or industry level, but also from an individual and personal level that can be taken back to our homes and families – reinforcing the message that everyone plays a role in protecting our environment

Some of the organizations with which Irwin Seating Company has partnered include:

- West Michigan Environmental Action Council
- West Michigan Sustainable Business Forum
- The Land Conservancy of West Michigan, Michigan Business Pollution Prevention Partnership
- The Michigan Recycling Coalition

Working with the West Michigan Sustainable Business Forum, we assisted in the development of a guidebook called the “Concise Self-Assessment Guide to Environmentally Sustainable Commerce.” This guidebook provided organizations with a way to analyze and measure their environmental performance in the areas of Environmental Management Systems, Product/Service Design, Facilities Management, Purchasing, Operations, Packaging, Delivery and/or Installation, and Marketing and Sales. This assessment has now been a part of Irwin Seating Company’s own internal benchmarking process since 1997.

As a member of The Land Conservancy of West Michigan, we work to support and protect key pieces of land essential to the area habitat. It also gives us another opportunity to educate and share information about plant and animal life threatened by urban sprawl and pollution.

In 2014 Irwin Seating Company donated land and resources for the construction of a parking area and bike trail through its property in Grand Rapids. Eventually this will allow two existing trails to link, creating hundreds of miles of continuous trail through the rolling hills of West Michigan.

As a customer of Irwin Seating Company, you benefit from our involvement in these organizations and become linked to our efforts, improvements, and contributions to protecting our environment.

## **Environmental Policy**

At Irwin Seating Company, our objective is to protect the environment through the elimination or reduction of waste and emissions. We will do this through the development of pollution prevention programs and practices, and by implementing technologies that safeguard and preserve the environment. In addition, we will review our products, processes, and services for continuous improvement opportunities. When wastes or releases cannot be avoided, we are committed to recycling, treatment, and disposal in ways that minimize any undesirable impacts on the environment.

Irwin Seating Company will continue to adhere to all relevant environmental laws and regulations, and will seek opportunities, utilizing cost-effective technologies and creative approaches, to exceed environmental requirements. We will also continue to make our environmental information available to our employees and to the public. Through Irwin Seating Company’s Environmental Leadership Team, our programs and systems will regularly be evaluated to ensure that they continue to be effective.

Looking forward Irwin Seating Company’s commitment to the environment requires us to strive to continually improve upon the foundation of stewardship we have created. Our workforce is constantly looking for ways to reduce our company’s impact on the environment, from the smallest gestures to the grandest ideas, and will continue their efforts for years to come. Being good stewards of the Earth isn’t simply good for business; it’s our responsibility to future generations.



## COMPANY PROFILE AND REFERENCES

---

### CORPORATE INFORMATION:

Irwin Seating Company  
3251 Fruit Ridge Ave. NW  
Grand Rapids, MI 49544-9774  
Tel: 616-574-7400  
Fax: 616-574-7411  
[www.irwinseating.com](http://www.irwinseating.com)

Billing Address:  
Accounts Payable  
PO Box 2429  
Grand Rapids, MI 49501-2429  
Fax: 616-784-1550

Parent Corporation: Irwin Seating Holding Company  
Same Address

Established: 1907  
Incorporated: 1949 in State of Michigan  
DUNS Number 00-0601-5424  
Federal ID # 38-1333053  
Affiliate: Irwin Seating Company, Telescopic Division  
610 E Cumberland Road  
Altamont, IL 62411  
Tel: 618-483-6157  
Fax: 618-483-5539

Officers:  
Graham Irwin President and CEO  
Colin W. "Coke" Irwin Sr. Vice President of Sales & Marketing  
Ray VanderKooi Sr. Vice President of Finance and Administration  
Steve Finney Sr. Vice President of Operations  
Bruce Cohen Sr. Vice President of Business Development

### BANK REFERENCES:

Mercantile Bank of Michigan  
Routing Account #: 072413829  
Checking Account #: 4100311899  
Contact: Mike Siminski, Sr. VP

Phone: 1-616-726-5865  
Email: [msiminski@mercbank.com](mailto:msiminski@mercbank.com)

### SURETY:

Van Wyk Risk & Financial Management  
Contact: Patti Zuk, Vice President  
2237 Wealthy Street SE, Suite 200  
Grand Rapids, MI 49506

Phone: 1-616-942-5070  
Email: [pattiz@vanwykcorp.com](mailto:pattiz@vanwykcorp.com)

### TRADE REFERENCES:

21st Century Plastics Corp.  
345 Wright Parkway  
Pottersville, MI 48876-0188  
Contact: Mr. Greg Dobie

Phone: 517-645-2695  
Fax: 517-645-7029  
Email: [tbursley@21stcpc.com](mailto:tbursley@21stcpc.com)

Quality Plywood  
160 Marshal Durbin Rd.  
Waynesboro, MS 39367-0187  
Contact: Mr. Chris Pitts

Phone: 800-937-3106  
Fax: 601-735-0357  
Email: [sallen@qualityplywood.com](mailto:sallen@qualityplywood.com)

Dennen Steel Corporation  
3033 Fruit Ridge Ave. NW  
Grand Rapids, MI 49544-3200  
Contact: Mr. Andy Dennen

Phone: 616-784-2000  
Fax: 616-784-0070  
Email: [ar@dennensteel.com](mailto:ar@dennensteel.com)

Absecon Mills, Inc.  
Vienna & Aloe Avenues  
PO Box 672  
Cologne, NJ 08213-0672  
Contact: Mr. David Adair

Phone: 609-965-7081  
Fax: 609-965-0938  
Email: [dadair@absecon.com](mailto:dadair@absecon.com)

Grand Rapids Foam  
2788 Remico SW  
Wyoming, MI 49519  
Contact: Mr. Ben Amann

Tel: 616-726-1677  
Fax: 877-726-1676  
Email: [jbumgardner@grft.com](mailto:jbumgardner@grft.com)

# CNA SURETY

2900 Charlevoix Drive SE  
Cook Plaza, Suite 220  
Grand Rapids, MI 49546

**Kevin J. Van Otterloo**

Underwriting Consultant

Telephone 616-285-2682

800-432-9534 x2682

Facsimile 616-957-7986

Email Kevin.VanOtterloo@cna.com

May 22, 2019

To Whom it May Concern:

RE: Irwin Seating Company – Surety Credit

We are providing this information at the request of Irwin Seating Company.

We have been providing surety bonds for Irwin Seating Company since 2006. We have approved bonds for Irwin Seating Company covering jobs up to \$14,000,000 and a potential aggregate of \$38,000,000. We would consider jobs to \$20,000,000 and a potential aggregate to at least \$45,000,000.

We continue to be confident in this principal's ability to perform and we recommend them for your favorable consideration.

Western Surety Company (NAIC# 13188) is an underwriting company of CNA Surety and is an approved surety on the Department of Treasury's Listing with a current US Treasury Limit of \$151,958,000. Western Surety Company maintains an A (Excellent) AM Best Rating and a financial size of XIII.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of our past experience and confidence in this firm. Any specific request for bonds will be underwritten on its own merits.

Sincerely,

Western Surety Company



Kevin VanOtterloo





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Van Wyk Risk Solutions 2237 Wealthy Street SE Suite 200 Grand Rapids, MI 49506	<b>CONTACT NAME:</b> Patti Zuk <b>PHONE (A/C No. Ext):</b> (616)9-42-5070 <b>FAX (A/C. No.):</b> (616)-942-8199 <b>E-MAIL ADDRESS:</b> pattiz@vanwykcorp.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> Irwin Seating Company 3251 Fruit Ridge Ave., NW Grand Rapids, MI 49544	<b>INSURER A:</b> Zurich American Ins. Co.      16535	
	<b>INSURER B:</b> Frankenmuth Mutual Ins. Co.      13986	
	<b>INSURER C:</b> American Guarantee & Liability Ins. Co.      26247	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                                      **CERTIFICATE NUMBER:** 2019-2020                                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO0381187	7/1/2019	7/1/2020	EACH OCCURRENCE      \$      1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$      1,000,000 MED EXP (Any one person)      \$      10,000 PERSONAL & ADV INJURY      \$      1,000,000 GENERAL AGGREGATE      \$      2,000,000 PRODUCTS - COMP/OP AGG      \$      2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA6113110	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)      \$      1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC 6221735-01	7/1/2019	7/1/2020	EACH OCCURRENCE      \$      10,000,000 AGGREGATE      \$      10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <div style="float: right; margin-left: 20px;">             Y / N  <input type="checkbox"/> Y    <input checked="" type="checkbox"/> N    N / A           </div>			WC0381186	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT      \$      1,000,000 E.L. DISEASE - EA EMPLOYEE      \$      1,000,000 E.L. DISEASE - POLICY LIMIT      \$      1,000,000
A	Hired Auto Physical Damage			BA6113110	7/1/2019	7/1/2020	Comprehensive      \$100 Ded. Collision      \$1,000 Ded. Limit      \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  <div style="text-align: center; padding: 20px;">For Coverage Illustration Purposes</div>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: right; font-family: cursive; font-size: 1.2em;">Patti Zuk</div>
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# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Irwin Seating Company</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) <b>5</b>
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. <b>3251 Fruit Ridge Ave NW</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>Grand Rapids, MI 49544</b>			
7 List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
3	8	-	1	3	3	3	0	5	3

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶	January 3, 2019
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



*Dedicated to Customer Satisfaction, employee well-being and profitable growth.*

## **Attention Accounts Payable**

If your organization is interested in submitting

**ACH payments** to Irwin Seating Company,

please contact us at:

**AR@irwinseating.com**

We will provide complete ACH banking

information at that time.

Thank you.

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

**OPEN RECORDS POLICY**

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

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

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

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

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

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

12-10-2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Signature & Title  
Spence Benedict - Director of Sales

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

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

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

**Company**

Irwin Seating Company

**Contact**

  
Signature

Spence Benedict

Printed Name

Director of Sales


Position with Company

**Address**

3251 Fruit Ridge Ave NW

Grand Rapids MI 49544

**Official  
Authorizing  
Proposal**

  
Signature

Spence Benedict

Printed Name

Director of Sales

Position with Company

**Phone**

616-574-7341

**Fax**

616-574-7411

spence.benedict@irwinseating.com

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

Certificate Number:  
 2019-568630

Date Filed:  
 12/10/2019

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Irwin Seating Company  
 Grand Rapids, MI United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Region 4 ESD

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 19-18  
 Furniture, Installation, and Related Services

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

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**Texas Government Code 2270 Verification Form**

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

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

I, Spence Benedict, as an authorized representative of

Irwin Seating Company, a contractor engaged by


Insert Name of Company

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

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

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

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

  
\_\_\_\_\_  
Signature of Named Authorized Company Representative

12-10-2019  
Date

### **SPECIAL CONDITIONS**

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

#### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.

ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement.

c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1).

d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

#### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.



## **Public Policy**

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

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

## **Affirmative Steps**

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

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

## **Bid Guarantee**

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

## **Prevailing Wage Requirements**

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

## **Alternative Pricing for Federal Funding**

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

## **Federal Requirements**

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

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

#### **1. Termination for Convenience:**

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

#### **2. Equal Employment Opportunity:**

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the

contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

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

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. 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.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal



government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

#### 8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

Furniture, Installation, and Related Services  
Solicitation Number 19-18  
Addendum No. 1

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Irwin Seating Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Spence Benedict - Director of Sales

Name and Title of Contractor's Authorized Official

12-10-2019

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative

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

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

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

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325


For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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

Offeror's Name: Irwin Seating Company

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

Phone Number: 616-574-7341 Fax Number: 616-574-7411

Printed Name and Title of Authorized Representative:   
Spence Benedict - Director of Sales

Email Address: spence.benedict@irwineating.com

Signature of Authorized Representative: Irwin Seating Company Date: 12/10/2019



## QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

### 1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with?  Yes  No  
*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

For Region 4 ESC projects we would partner with Smith-Mobley for installation services. They are a HUB certified MBE company.

### 2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantages business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

#### a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE  Yes  No

List certifying agency: \_\_\_\_\_

#### b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE  Yes  No

List certifying agency: \_\_\_\_\_

#### c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB  Yes  No

List certifying agency: \_\_\_\_\_

#### d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone  Yes  No

List certifying agency: \_\_\_\_\_

#### e. Other

Respondent certifies that this firm is a recognized diversity certificate holder  Yes  No

List certifying agency: \_\_\_\_\_

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation?  Yes  No

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Irwin Seating Company

Contact Person Spence Benedict

Signature 

Date 12/10/2019

Crystal Wallace  
Region 4 Education Service Center  
Business Operations Specialist

**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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

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**TO WHOM IT MAY CONCERN:**

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

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**DEFINITIONS**

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

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

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

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

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

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

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

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

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

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

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

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

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

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**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

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

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

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

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

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

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30**

CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

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

**(E) 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 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)**

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

Does offeror agree? YES \_\_\_\_\_ SB \_\_\_\_\_ Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES \_\_\_\_\_ SB \_\_\_\_\_ Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES \_\_\_\_\_ SB \_\_\_\_\_ Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that

offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

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

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

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

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

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

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

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

Offeror's Name: Irwin Seating Company

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

Phone Number: 616-574-7341 Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: Spence Benedict - Director of Sales

Email Address: spence.benedict@irwinseating.com

Signature of Authorized Representative:  Date: 12-10-2019

**OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Irwin Seating Company

**Street:** 3251 Fruit Ridge Ave NW

**City, State, Zip Code:** Grand Rapids MI 49544

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I Spence Benedict, an authorized representative of Irwin Seating Company, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
Earle S Irwin	3251 Fruit Ridge Ave NW Grand Rapids MI 49544	100%

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

12-10-2019  
**Date**

  
**Authorized Signature and Title**  
Spence Benedict - Director of Sales



NON-COLLUSION AFFIDAVIT

Company Name: Irwin Seating Company

Street: 3251 Fruit Ridge Ave NW

City, State, Zip Code: Grand Rapids MI 49544

State of Michigan

County of Kent

I, Spence Benedict of  
the Irwin Seating Company, 3251 Fruit Ridge Ave NW, Grand Rapids MI 49544  
Name City

in the County of Kent, State of  
Michigan

of full age, being duly sworn according to law on my oath depose and say that:

I am the Director of Sales of the firm of  
Irwin Seating Company

Title

Company Name

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

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

Irwin Seating Company

Company Name

Spence Benedict  
Authorized Signature & Title  
Spence Benedict - Director of Sales

Subscribed and sworn before me

this 10th day of December, 20 19

Bozena Stasiuk  
Notary Public of Kent County  
My commission expires \_\_\_\_\_, 20\_\_\_\_



**BOZENA STASIUK**  
Notary Public, State of Michigan  
County of Kent  
My Commission Expires Jun. 11, 2023  
Acting in the County of \_\_\_\_\_

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

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

**Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)\_\_\_\_\_

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

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

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

12/10/2019

\_\_\_\_\_  
**Date**

  
**Authorized Signature and Title**  
Spence Benedict - Director of Sales



**EEOC**  
U.S. Equal Employment  
Opportunity Commission

EEO-1 Report  
O.M.B. No. 3046-0007  
[Click here if you wish to check the approval of this form.](#)

**EEO-1**

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[Company Number: D14946 | Logout](#)

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## Certification Complete

**Congratulations. Certification for D14946 is complete. Thank you for completing the 2018 EEO-1 Survey.  
Please print this certification notice for your records.**

**This is Certified by MIKE WILLERER on Wed May 15 10:51:29 EDT 2019**

<b>Certifying Official</b>	<b>MIKE WILLERER</b>
<b>Title</b>	<b>DIRECTOR OF HUMAN RESOURCES</b>
<b>Total Number of Reports</b>	<b>3</b>
<b>Total Number of Closed Establishment</b>	<b>0</b>

**It is suggested that you print a copy of the EEO-1 reports for your records. If, after reviewing your reports, you find an error, please call our toll free customer service number at 1-877-392-4647.**

[Print](#)

**Screen: Certification Success**

Phone: 1-877-392-4647

Fax: 1-866-262-0032

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Irwin Seating Company		
Address:	3251 Fruit Ridge Ave NW		
City:	Grand Rapids	State:	MI Zip: 49544

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Spence Benedict
Director of Sales

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Signature
Printed Name
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
Nothing to Disclose			\$

Check here if the information is continued on subsequent page(s)

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

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

[Nothing to disclose.](#)

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



STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

[ ] Partnership [X] Corporation [ ] Sole Proprietorship

[ ] Limited Partnership [ ] Limited Liability Corporation [ ] Limited Liability Partnership

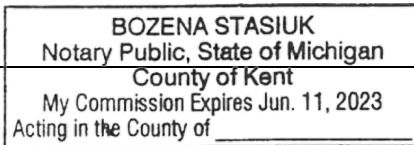
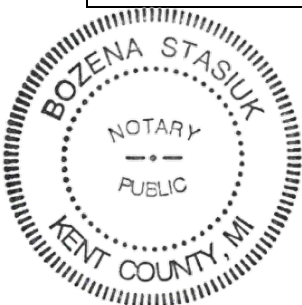
[ ] Subchapter S Corporation

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

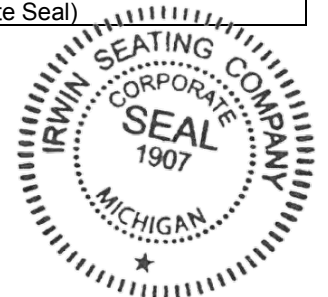
Stockholders:

Table with 3 rows and 2 columns for stockholder information. Row 1: Name: Earle S. Irwin, Home Address: 3251 Fruit Ridge Ave NW, Grand Rapids MI 49544. Rows 2 and 3 are empty.

Subscribed and sworn before me this 10th day of December, 2019. (Notary Public) Bozena Stasiuk. My Commission expires: BOZENA STASIUK, Notary Public, State of Michigan, County of Kent, My Commission Expires Jun. 11, 2023, Acting in the County of Kent. Spence Benedict - Director of Sales (Affiant).



(Corporate Seal)



STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: Omnia Partners 19-18

Bidder/Offeror: Irwin Seating Company

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities <u>None</u>	_____
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Spence Benedict

Signature: 

Title: Director of Sales

Date: 12/10/2019

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #7

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

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

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** IRWIN SEATING COMPANY  
**Trade Name:**  
**Address:** 3251 FRUIT RIDGE RD NW  
GRAND RAPIDS, MI 49544-9774  
**Certificate Number:** 0102048  
**Effective Date:** June 08, 1999  
**Date of Issuance:** August 19, 2019

**For Office Use Only:**  
20190819081436025