

**The Corporation of The Town of Cobourg
Community Services, Protection, and Economic Development Standing Committee
Agenda**



Wednesday, February 11, 2026

9:30 a.m.

Council Chambers, Victoria Hall, Cobourg

This Community Services, Protection, and Economic Development Standing Committee Meeting will begin at 9:30 a.m. and is being held using a hybrid meeting model. The public may view the Council meeting in person or online via the Town of Cobourg live stream. If you have any questions or would like to provide feedback, please email clerk@cobourg.ca.

Join Zoom Meeting Information for Speakers

Online: <https://us02web.zoom.us/j/84503731742>

Meeting ID: 845 0373 1742

Phone: 647 374 4685

Pages

1. Call to Order

2. Traditional Land Acknowledgement

The Town of Cobourg respectfully acknowledge that we are located in the traditional and treaty territory of the Michi Saagiig (Mississauga) and Chippewa Nations, collectively known as the Williams Treaties First Nations, which include: Curve Lake, Hiawatha, Alderville, Scugog Island, Rama, Beausoleil, and Georgina Island First Nations.

The Town of Cobourg respectfully acknowledge that the Williams Treaties First Nations have been stewards and caretakers of these lands and waters, and that today remain vigilant over their health and integrity for generations to come. We are all Treaty people.

3. Appointment of Chair

THAT the Committee appoint _____ as Chair for 2026.

4. Introduction of Addendum Items

5. Confirmation of Agenda

- 5.1 Confirmation of the February 11, 2026 Community Services, Protection, and Economic Development Standing Committee Agenda

THAT the Committee confirm the agenda, as circulated.

6. Disclosure of Pecuniary (Financial) Interest

7. Community Announcements

8. Delegations

Delegates may speak for up to 10 minutes of uninterrupted time and only on the matter indicated on your delegation request form.

As per the Town Procedural By-law, when addressing Council, the speaker shall be respectful of all persons and refrain from entering into cross debate with members of Council, Town Staff and members of the audience.

Following the delegation, Council members may ask questions to obtain additional information or seek clarification from the speaker but shall not make statements to or enter into debate with the speaker.

Once the question period is deemed complete by the Chair, Council members will deliberate the matter at hand without interruption.

Delegations will not be allowed to interrupt the Council decision making process.

- 8.1 Delegation from the Peterborough AIDS Resource Network (PARN) regarding Information on PARN's work

5

WHEREAS the Committee adopt the following recommendation and refer to Regular Council for final approval.

NOW THEREFORE BE IT RESOLVED THAT Council accept the Delegation from the Peterborough AIDS Resource Network (PARN) regarding Information on PARN's work for information purposes.

OR

NOW THEREFORE BE IT RESOLVED THAT Council refer the Delegation from the Peterborough AIDS Resource Network (PARN) regarding Information on PARN's work to Staff for a report back.

9. Outside Presentation / Information from Advisory Committees or Task Forces

Speakers may not register to speak to Outside Presentations.

10. Consent Agenda

Speakers may speak for up to 10 minutes of uninterrupted time and only on the matter pertaining to the report.

As per the Town Procedural By-law, when addressing Council, the speaker shall be respectful of all persons and refrain from entering into cross debate with members of Council, Town Staff and members of the audience.

Following the address, Council members may ask questions to obtain additional information or seek clarification from the speaker but shall not make statements to or enter into debate with the speaker.

Once all speakers have been heard, Council members will deliberate the report at hand without interruption. Speakers will not be allowed to interrupt the Council decision making process.

THAT the Committee adopt the following staff reports on the consent agenda as a single motion:

- 10.1

Report No. LS-2026-002 from the Town Clerk/Director of Legislative Services regarding a Renovation Licensing Report

7
- WHEREAS the Committee adopt the following recommendation and refer to Regular Council for final approval.

NOW THEREFORE BE IT RESOLVED THAT Council direct staff to proceed with a public engagement plan for the rental renovation licence regime including holding public and industry consultations and report back to the Community Services, Protection and Economic Development Committee with final recommendations.
- 10.2

Report No. COMM-2026-002 from the Manager of Facilities and Director of Community Services regarding CCC Stadium Seating Replacement 2026

33
- WHEREAS the Committee adopt the following recommendation and refer to Regular Council for final approval.

NOW THEREFORE BE IT RESOLVED THAT Council approve \$36,714.00 plus HST for the supply and installation of 74 stadium seats in the Bowl Arena located at the Cobourg Community Centre.
- 10.3

Report No. COMM-2026-003 from the Director of Community Services and the Manager of Parks and Forestry regarding Pickup Truck #33-03 Vehicle Replacement

105
- WHEREAS the Committee adopt the following recommendation and refer to Regular Council for final approval.

NOW THEREFORE BE IT RESOLVED THAT Council approve capital project #2672033 for the replacement of vehicle #33-03 to be increased from the approved amount of \$60,000 to \$120,000, to be funded from the vehicle reserve fund.
- 10.4

Report No. LS-2026-001 from the Manager of Municipal Law Enforcement and Licensing Services regarding the 2025 Municipal Law Enforcement and Licensing Services Annual Report

108

WHEREAS the Committee adopt the following recommendation and refer to Regular Council for final approval.

NOW THEREFORE BE IT RESOLVED THAT Council receive Report No. LS-2026-001 for information purposes.

11. Items Extracted from Consent Agenda

12. Notice of Motion

Speakers may not register to speak to Motions.

13. Departmental Updates/Discussion

14. Adjournment



The Corporation of the Town of Cobourg
Legislative Services Department
55 King Street West
Cobourg, ON K9A 2M2

Delegation Request Form

Submit the completed Delegation Request Form to the Municipal Clerk by e-mail to clerk@cobourg.ca or in person or by mail to 55 King Street West, Cobourg, ON K9A 2M2.

Contact Information

Name of Delegate(s):

Dane Record

Group/Organization/Business Delegation Represents (if applicable):

Peterborough AIDS Resource Network (PARN)

Meeting Selection

I wish to appear before:

- ☐ Budget Council
- ☒ Regular Council
- ☐ Public Works Planning and Development Standing Committee
- ☐ Community Services, Protection, and Economic Development Standing Committee
- ☐ Corporate, Finance and Legislative Standing Committee
- ☐ Cobourg Accessibility Advisory Committee
- ☐ Cobourg Heritage Advisory Committee
- ☐ Cobourg Public Library Board
- ☐ Cobourg Police Services Board
- ☒ Downtown Business Improvement Area Board of Management
- ☐ Other: _____

Delegation Request

General Nature / Purpose of the Delegation:

(Clearly state the nature of the business to be discussed and provide a general summary of the information to be presented)

For DBIA I want to share information about an annual fundraiser, A Taste For Life, that we want Downtown Cobourg to be visible and participatory at. It's a launchpad for PARN's consistent reconnections with establishments and community folks living in Cobourg and area.

For general council I want to give a reintroduction of PARN and the actual work that we do, so we can dispel the misunderstanding of what Council and service providers think we only do.

Recommendation to Council / Committee / Board

(Indicate the action you would like the Town to take with respect to the above-noted subject matter)

From council: receive the info.

From DBIA: advise PARN of steps forward to boost promotion of A Taste For Life, leading up to April 15, 2026.

Have you appeared before the Council / Committee / Board in the past to discuss this issue?

☐ Yes

☒ No

Presentation Material

Will you have an oral or written presentation?

☒ Oral

☐ Written

Will you have a visual presentation?
(ie. PPT, pictures, etc.)

☒ Yes

☐ No

Delegates are required to provide any supporting materials for a Council Meeting to the Clerk by noon on Monday nine (9) days prior to the meeting to be included on the Meeting Agenda for circulation. Supporting materials for an Advisory Committee or Board are required to be submitted by noon five (5) days prior to the meeting to be included on the Meeting Agenda.



STAFF REPORT

THE CORPORATION OF THE TOWN OF COBOURG

Community Services, Protection, and Economic Development Standing Committee

Report to: Mayor, Deputy Mayor, and Councillors
From: Brent Larmer, Town Clerk/Director of Legislative Services
Standing Committee Date: February 11, 2026
Report Number: LS-2026-002
Council Meeting Date: February 25, 2026
Subject: **Renovation Licensing Report**

If you require this information in an alternate format, please contact the Accessibility Coordinator at accessibility@cobourg.ca or at 905-372-4301

1. Recommendation:

WHEREAS the Committee adopt the following recommendation and refer to Regular Council for final approval.

NOW THEREFORE BE IT RESOLVED THAT Council direct staff to proceed with a public engagement plan for the rental renovation licence regime including holding public and industry consultations and report back to the Community Services, Protection and Economic Development Committee with final recommendations.

2. Executive Summary:

Legislative Services Staff are exploring a Rental Renovation Licence Regime and corresponding By-law to ensure tenants of rental properties within the Town are not unfairly displaced by landlords under the pretense of repairs or renovations.

The proposed by-law would require landlords to prove that tenants must vacate for legitimate work, helping to protect housing affordability and stability. The By-law intends to combat Ontario's affordable housing crisis while protecting tenants.

Namely, this bylaw discourages “bad faith” renovictions by requiring landlords to prove that their planned renovations are occurring and require the property to be vacated. In other words, landlords cannot evict tenants under the guise of a renovation project, perhaps address a minor cosmetic issue in the name of “renovation,” and then relist a rental unit.

If supported by Council, public engagement would begin in March 2026 with final recommendations to be expected by the end of Q2.

3. Background

Access to safe and affordable housing is a critical issue across Ontario. The Town of Cobourg’s rate of development and population growth is changing the housing landscape. This includes the rental market. The percentage of renters that make up the total of all households is increasing and rental households are facing higher prices and lower vacancies.

Affordable rental units will become scarcer in the decade to come as this pattern continues. A significant issue contributing to this situation occurs when tenants are unlawfully displaced from affordable units under the pretense that renovations are needed.

When a rental unit requires significant repairs or renovations, a landlord can legally evict a tenant under specific regulations in the *Residential Tenancies Act*. In some cases, regardless of whether the unit was renovated or not, the landlord will replace evicted tenants with new tenants and charge a higher rent. This practice is commonly referred to as a “renoviction” and is not permitted under the *Residential Tenancies Act*.

4. Discussion:

Staff have prepared a draft model of a Renovation Licensing By-law (“Attachment 1”) for consideration by Council and as a talking point for the public consultation process.

In summary, the By-law would establish a Renovation Licensing Regime to regulate by way of licensing any Landlords of rental properties in the Town of Cobourg who intend to perform repairs and renovations and who upon serving a notice to Tenants of termination pursuant to section 50(1)(c) of the *Residential Tenancies Act, 2006 (RTA)* would be required to obtain a licence.

Residential Tenancy Act (RTA)

Under the Provincial RTA, landlords have the right to evict tenants if there are plans for major repairs or renovations that require a building permit and vacant

possession. The RTA does offer protections and compensation afforded to the tenant and permits the tenant to return to the unit following renovations at the same rent as would have been permitted prior to renovations.

Tenants do have recourse to the Landlord Tenant Board (LTB) with respect to allegations of breach by landlords, but some feel that this is not enough to prevent abuse and seek to have municipalities pursue further measures to curb renovictions. Currently, the RTA does not include appropriate policies to stop landlords from circumventing the RTA for the purpose of evicting and raising rents to unaffordable rates – this is where municipalities across Ontario have been advocating to the Province.

While the RTA does provide some protection for tenants in the case of renovictions (e.g., notice requirements, compensation, and the right of first refusal), there is growing recognition that in the absence of updated Provincial legislation, a more layered localized approach in the form of a municipal renovation by-law is needed to provide for stronger enforcement mechanisms.

Bill 97, Helping Homebuyers, Protecting Tenants Act, 2023

At a Provincial Level, *Ontario's Helping Homebuyers, Protecting Tenants Act*, known as Bill 97 includes provisions to amend the *Residential Tenancies Act* to further protect tenants from unlawful/improper evictions for personal use by a landlord which would complement renovation-related eviction regulations. Pending the proclamation of Bill 97, municipalities across Ontario are looking into other ways to support tenants and help prevent unlawful evictions due to renovations.

Under this Act - *Helping Homebuyers, Protecting Tenants Act, 2023*, the Province released the government's Helping Homebuyers, Protecting Tenants Plan. The Bill strengthened regulations around the termination of tenancy agreement for renovation purposes and/or bad faith evictions. Bill 97 has achieved Royal Assent (i.e., the Act becomes law in principle), but certain provisions have not yet been proclaimed (i.e., brings the law into effect).

The changes (yet to be proclaimed) under Bill 97 included the following to support tenants:

- To initiate a renovation, landlords must provide a report prepared by a qualified person, attesting that the proposed repairs or renovations are so extensive they necessitate vacant possession of the unit.
- Landlords are required to keep tenants informed about the renovation progress, including the estimated completion date and any changes to this date.

- Providing the tenant with notice when the unit is ready for re-occupancy and providing a minimum of 60 days for the tenant to exercise their right-of-first refusal.
- Fines for unlawful eviction under an N13 have doubled from \$50,000 to \$100,000 for individuals, and from \$250,000 to \$500,000 for corporations.

Bill 97 has not yet been proclaimed but includes various provisions that strengthen tenant protections from bad faith evictions. It is expected that some provisions of Bill 97 will require conditions from a landlord already required under a potential renovation program. To avoid overlapping requirements with an implemented municipal program, it will be necessary to review any areas of conflict or overlap between the municipal by-law and provincial legislation. For example, municipal renovation programs may require documentation from a professional to support justification of a permit, like the provincial RTA, potentially duplicating efforts.

Municipal Act, 2001 S.O. 2001, c. 25

The *Municipal Act, 2001* grants municipalities broad powers to govern and outlines the powers and responsibilities that municipalities may exercise. In Ontario there are different forms of municipal government, depending on whether they operate within a single-tier or two-tier government structure (lower and upper). The Town is a lower-tier municipality and has the authority to pass licensing by-laws and require business licenses, such as renovation by-law such as being presented.

Housing Services Act, 2011

The *Housing Services Act, 2011*, governs the community-based planning and delivery of social housing and homelessness services. The Act clarifies roles and responsibilities of municipalities for housing and provides flexibility to set local priorities and policies.

The *Housing Services Act* also defines Consolidated Municipal Service Managers (CMSMs), who are responsible for delivering and administering affordable and social housing as well as other social service programs for consolidated geographic areas. The County of Northumberland is the CMSM for the Town of Cobourg, and they oversee a variety of services including emergency shelters, transitional housing, supportive housing and rent-geared-to-income (RGI). Northumberland County is funded, by the province and in part by the Town of Cobourg, to provide the above services and programs. These supports would need to operate in tandem with any by-law that is being presented and enforced by the Town of Cobourg.

Building Code Act, 1992, S.O. 1992, c.23

The *Building Code Act* regulates construction, renovation, demolition, and building changes across Ontario. The Act upholds the *Ontario Building Code*, which sets out technical and procedural standards across Ontario for building projects. The *Ontario Building Code Act* identifies where a building permit is required, typically when a project exceeds an identified threshold or size and involves new construction, renovations, additions, demolitions, or changes to a building's use. This is linked to the RTA, which permits eviction for renovations and other work where the required work meets the threshold of requiring a building permit.

The *Building Code Act* further empowers municipalities to establish Property Standards By-laws. Cobourg's Property Standards By-law regulates the maintenance and occupancy of all properties within the Town of Cobourg. Included is a wide range of standards including heating requirements, structural standards, sanitation, safety and security, and occupancy standards.

The Cities of Hamilton, London, Kitchner, Oakville, Waterloo, Windsor and Toronto have enacted by-laws that, among other regulations, require landlords to obtain a licence to renovate rental units. This provides opportunities for municipalities to ensure tenants are treated fairly and to confirm the renovation or repair work actually requires the tenant to move out as the Landlords must provide a letter from a qualified expert confirming that renovation or repair work requires the tenant to move out. The granting of a licence is separate from and in addition to any building permits that may be required.

5. Financial Impact and Budget

Any costing attributed to a Renovation Licensing By-law will be included in the 2026-2027 budget submission, pending Council approval.

6. Relationship to Council's Strategic Plan Priorities 2023 to 2027 and beyond:

☒ Thriving Community

Provision of services that promote/foster community well-being encourages appropriate growth and development while ensuring a safe place for all to enjoy.

☒ Service Excellence

Responding to the communities needs in a timely, effective manner while utilizing processes which increase our capacity to deliver prompt and courteous service.

☒ Sustainability

Ensuring the commitment to a vibrant and appealing community by enforcing municipal standards, supporting the review and update of Town By-laws to make them effective and efficient while preserving the heritage and culture of Cobourg for use and enjoyment by residents, visitors and future generations

7. Public Engagement:

Staff will, upon direction of Council, proceed with a stakeholder and public engagement plan to obtain feedback and comments on the proposed Renovation Licensing By-law for inclusion in the final recommendation

8. Attachments:

Attachment 1 – Draft Renovation Licensing By-law

Report Approval Details

Document Title:	Rental Renovation Licensing Report.docx
Attachments:	Attachment 1 – Draft Renovation Licensing By-law
Final Approval Date:	Jan 29, 2026

This report and all of its attachments were approved and signed as outlined below:

Brent Larmer - Jan 28, 2026 - 11:26 AM

Tracey Vaughan, Chief Administrative Officer - Jan 29, 2026 - 2:31 PM

 COBOURG	THE CORPORATION OF THE TOWN OF COBOURG
	BY-LAW NUMBER 000-2026

BEING A BY-LAW TO REQUIRE A LICENCE, FOR THE RENOVATION OF RENTAL UNITS AND RELOCATION OF TENANTS

WHEREAS subsection 8(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, (“Municipal Act, 2001”) provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate, and to enhance their ability to respond to municipal issues; and

WHEREAS section 9 of the *Municipal Act, 2001*, provides a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS section 10 of the *Municipal Act, 2001*, provides a municipality may implement business licensing in the interest of health and safety, well-being of persons, consumer protection and nuisance control; and

WHEREAS section 128 of the *Municipal Act, 2001*, provides a municipality may pass by-laws that prohibit and regulate with respect to public nuisances, including matters that, in the opinion of Council, are or could become or cause public nuisances; and

WHEREAS section 129 of the *Municipal Act, 2001*, provides a municipality may pass by-laws that prohibit and regulate with respect to noise, vibration, odour, dust and outdoor illumination; and

WHEREAS Part IV – Licences of the *Municipal Act, 2001*, provides a municipality may pass by-laws for licensing, regulating and governing any business wholly or partly carried on within a municipality even if the business is being carried on from a location outside the municipality; and

WHEREAS subsection 11(2)(6) of the *Municipal Act, 2001*, S.O. 2001, c. 25 (“the Act”), as amended, provides that a municipality may pass by-laws respecting the health, safety and well-being of persons; and

WHEREAS subsection 11(2)(8) of the Act provides that a municipality may pass by-law respecting the protection of persons and property; and

WHEREAS subsection 151(1) of the *Municipal Act, 2001*, provides that a municipality may establish a system of Licences with respect to a business and may prohibit the carrying on or engaging in the business without a licence, refuse, revoke or suspend a licence, impose conditions on a licence, and license, regulate or govern real and personal property used for the business and the persons carrying it on or engaged in it; and

WHEREAS sections 390 to 400 of the *Municipal Act, 2001*, enables a municipality to pass by-laws for imposing fees or charges for permits and services provided or done by them; and

WHEREAS section 434.1 of the *Municipal Act, 2001*, a municipality has the authority to impose a system of administrative penalties and fees as an additional means of encouraging compliance with this By-Law; and

WHEREAS section 425 of the *Municipal Act, 2001*, authorizes a municipality to create offences; and

WHEREAS the Council of the Corporation of the Town of Cobourg considers it desirable and necessary to license, regulate and govern any Landlord who intends to perform repairs and renovations and serves a notice of termination pursuant to section 50(1)(c) of the Residential Tenancies Act, 2006 in order to assist the Tenant in making an informed decision as to whether or not the Tenant should deliver a notice of their wish to occupy the rental unit after the repairs and renovations are complete prior to such Tenant vacating the premises;

NOW THEREFORE BE IT RESOLVED THAT THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF COBOURG ENACTS AS FOLLOWS:

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DEFINITIONS

- 1.0 “Administrative Penalty”** means an administrative penalty established by a Designated By-law
- “Average Market Rent”** means rent at average market rent as published annually by the Canada Mortgage and Housing Corporation (CMHC) based on number of bedrooms in a Rental Housing Unit;

“Self-Attestation Form” means a form prepared, from time to time, by the Manager which requires an Applicant to attest to the truthfulness of certain matters.

“Applicant” includes a person seeking a licence, or renewal of a licence or a person whose licence is being considered for revocation or suspension

"Agent, Trustee" means any person who may represent the owner or the Rental Premises business and includes but is not limited to an employee or operator of the business

“Bedroom” means a room or area within a Rental Unit used, designed, equipped or intended for sleeping.

“Building” means as defined in the Town’s Zoning By-law and includes any structure consisting of a roof supported by walls or columns which is used or intended to be used for the shelter, accommodation or enclosure of persons, animals, goods, chattels or equipment and includes a carport

“By-law” means this by-law and any schedule to this by-law as they may from time to time be amended.

“Council” means the Town’s Council.

Complete Rental Premise Application” means an application that includes all required documentation, including but not limited to; forms, drawings, plans and approvals necessary to determine if a licence will be issued.

“Delegated Power of Decision” means a power or right conferred by or under a Town By-law to make a decision deciding or prescribing:

- i. the legal rights, powers, privileges, immunities, duties or liabilities of any person or party; or
- ii. the eligibility of any person or party to receive, or to the continuation of, a benefit or licence, whether the person is legally entitled thereto or not

“Director” means the person from time to time performing the functions of the Town’s Director, Legislative Services.

Dwelling Unit or Dwelling" shall mean as defined in the Town’s Zoning By-law and includes an area of a building operated as a housekeeping unit, used or intended to be used by one or more persons and usually containing cooking, eating, living, sleeping and sanitary facilities.

“Fee” means as set out in the Town of Cobourg annual Fees and Charges By-law which is not prorated or refundable

"Fire Chief” means the person within the Town's administration who fulfills the function of the fire chief as required by the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended or their delegate; this definition will include Fire Prevention Officer as a delegate

“Hearing Officer” means each person from time to time appointed pursuant to the Town’s Hearing Officer By-law

“Landlord” includes:

- a) each owner of a Rental Unit;
- b) each person who permits occupancy of a Rental Unit; and
- c) the heirs, assigns, personal representatives and successors in title of a person referred to in clauses (a) and (b)

“Licence” means an authorization and the certificate or other similar document issued under this By-law to carry on a business specified herein and shall be the proof of licensing under this by-law.

“Licenced” means to have in one’s possession a valid and current Licence issued under this by-law and unlicensed has the contrary meaning.

Licensed Rental Premises means;

- a) Rental Dwelling Unit, Large;
- b) Rental Dwelling Unit, Small
- c) Shared Housing Large Scale; or
- d) Shared Housing Small Scale.

“Licencee” means a person issued a Licence under this by-law to renovate or repair a Licensed Rental Premise.

“Lot” means a parcel of land which is:

- a) shown as a lot or block on a registered plan of subdivision; or,
- b) described in a single Transfer/Deed of Land of legal effect registered in the Land Registry Office or the Land Titles Office for the Land Registry Division of Northumberland.

“Market”, “Marketed” or “Marketing” means offering, facilitating, or causing or permitting to offer or facilitate, directly or indirectly, the sale, promotion, canvassing, solicitation, advertising, or marketing of a Rental Unit, and includes placing, posting or erecting advertisements physically or online.

“Manager” means the person from time to time performing the functions of the Town’s Manager, Municipal Law Enforcement and Licensing Services.

“Natural Person” means a human being, with the capacity for rights and duties.

“Officer” means:

- i. as defined in the Town’s Inspection By-law 061-2025 as from time to time amended; and
- ii. each assistant to the Fire Marshal employed by the Town or by a Municipality.

“Operate” means to rent out, provide, offer to rent out or provide, or facilitate the offer for rent, whether directly or indirectly, of a Rental Unit.

“Operator” means the superintendent or property manager or any other person who may take on some or all of the roles relating to permitting occupancy in a Rental Housing Unit, but does not include an Owner;

“Order” means an order issued under this or any other Town By-law or Statute.

“Owner” means, with respect to any property, land, building or structure, any person(s) or corporation who are registered as an owner, have a legal or equitable interest, or have a legal right to obtain possession, of that Property, land, building or structure and who holds title to the Property, land, building or structure. In the case of a Rental Premise it shall include, but is not limited to, a Landlord, lessors, sublessor or other person permitting the occupation of a Rental Unit. In the case of a Corporation, the Corporation’s authorized signing officer is considered the Owner for the purposes of this By-Law

“Person” includes a natural person, partnership, association, firm or corporation and, where a Penalty Notice has been given to more than one Person, includes each such Person.

“Property” means all land, buildings and structures within the legal boundary lines of a property, including without limitation, yards, parts of a building or structure, mobile homes, mobile buildings, mobile structures, outbuildings, fences and erections thereon whether heretofore or hereafter erected and includes vacant property, real property and chattel

“Property Standards Order” means an order made pursuant to subsection 15.2(2) of the Building Code Act, 1992 as deemed confirmed or as confirmed or modified by the Town’s Property Standards Committee, by a Municipality’s Property Standards Committee or by a judge of the Superior Court of Justice pursuant to section 15.3 of the Building Code Act, 1992

“Proceeding” means a proceeding before a Hearing Officer and includes a hearing.

“Qualified Person” means a person licensed by the Ontario Association of Architects or the Professional Engineers Ontario or, where no Building Permit or Change of Use Permit is required under the Building Code Act, any other professional deemed qualified by the Manager.

“Registered Owner” means the name or names on the Property Tax Account as specified on the Deed registered in the provincial land registry office.

“Rent” includes the amount of any consideration paid or required to be paid or given by or on behalf of a Tenant to a Landlord or the Landlord’s agent for the right to occupy a Residential Unit and for any privilege, accommodation or thing that the Landlord provides for the Tenant in respect of the occupancy of the Residential Accommodation Unit

“Rental Unit” means a Building or part of a Building:

- a) consisting of one or more rooms; and,
- b) containing toilet and cooking facilities;
- c) designed for use as a single housekeeping establishment;

d) used or intended for use as a rented residential premise; and
includes;

- i) Rental Dwelling Unit, Large or Large Rental Dwelling Unit
- ii) Rental Dwelling Unit, Small or Small Rental Dwelling Unit
- iii) “Shared Housing (small scale)”
- iv) “Shared Housing (large scale)”

“Rental Dwelling Unit, Large or Large Rental Dwelling Unit” means a type of Dwelling Unit offered for Rent containing 5 or more Bedrooms which functions as a single house-keeping unit.

“Rental Dwelling Unit, Small or Small Rental Dwelling Unit” means a type of Dwelling Unit containing 4 Bedrooms, of which 1 to 4 Bedrooms are offered for Rent.

“Rental Property or Rental Premises” includes each Building containing a Rental Unit and the Lot on which the Rental Unit is situate.

“Renter” means in relation to a Rental Unit any person, who has obtained entitlement to exclusive use or occupancy of all or part of a Rental Property, Rental Premises, a Rental Dwelling Unit, Small; a Rental Dwelling Unit, Large; a Shared Housing, Small Scale or a Shared Housing, Large Scale, Rental Unit from a Licensee by way of a commercial arrangement.

“Residential Complex” means a building or related group of buildings in which one or more Rental Units are located and includes all common areas and services and facilities available for the use of its residents.

“Residential Unit” means a suite operated as a housekeeping unit, used or intended to be used by one or more persons that contains cooking, eating, living, and sanitary facilities

“Shared Housing (small scale)” means a dwelling unit where lodging is provided to more than two and no more than six tenants who live as a single housekeeping unit with no more than one kitchen and where at least 1 of the tenant-occupied rooms is equipped with an external locking mechanism that prevents access to said room by the other house occupants when the room is unoccupied.

“Shared Housing (large scale)” means a dwelling unit where lodging is provided to more than six tenants who live as a single housekeeping unit with no more than one kitchen and where at least 1 of the tenant-occupied rooms is equipped with an external locking mechanism that prevents access to said room by the other house occupants when the room is unoccupied.

“Tenant” includes a person who pays rent in return for the right to occupy a Rental Unit and includes the person’s heirs, assigns (including subtenants) and personal representatives.

“Tenant Rights and Entitlements Package” means an information package produced by the Town to inform Tenants about their rights & entitlements under the Residential Tenancies Act, 2006, and this By-law.

“Town” means The Corporation of the Town of Cobourg or the geographic area of the Town of Cobourg as the context requires.

“Town Clerk” means the Town’s Clerk.

“Trade” includes business, calling or occupation and “carrying on a trade” shall include any act of:

- a. selling any goods or services; and,
- b. soliciting business or offering or exposing goods or services for sale or hire.

"Zoning By-Law" means the Corporation of the Town of Cobourg Comprehensive Zoning By-Law, or any successor By- Law, as amended from time to time.

APPLICATION

2.0 The following words have the meaning given to them in the Town’s Comprehensive Zoning By-law.

- a) Bed and Breakfast Establishment;
- b) Crisis Care Centre
- c) Hospice;
- d) Hotel;
- e) Multi-suite Residence;
- f) Lot.

3.0 Subject to section 3.1, this By-law shall apply to all Rental Units within the municipality of the Town of Cobourg.

3.1 This by-law does not apply to any of the following;

- a) “Designated Housing Project” as that term is defined in the Housing Services Act,
- b) Bed and Breakfast Establishment,
- c) a Short-Term Rental Accommodation,
- d) a Emergency Care Establishment or Crisis Care Centre
- e) Group Home,
- f) Hospice or Hotel, or
- g) a Multi-suite Residence.
- h) any building to which any of the following statutes, or their regulations, apply;
 - I. the Homes for Special Care Act, R.S.O. 1990, c. H.12;
 - II. the Innkeepers Act, R.S.O. 1990, C. 17;
 - III. the Long-Term, Care Homes Act, 2007, S.O. 2007, c.
 - IV. the Retirement Homes Act, 2010, S.O. 2010, c.11;
 - V. the Social Housing Reform Act, 2000, S.O. 2000, c. 27; and
 - VI. social housing or affordable housing that is not subject to Social Housing Reform Act, 2000, S.O. 2000, c. 27, but which is subject to an agreement with the Town and which has been approved for exemption by the Director

GENERAL PROVISIONS

- 4.0** A Landlord or Operator who has delivered a notice of termination pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006* to a Tenant in order to perform repairs or renovations which require vacant possession of a Rental Unit shall, within seven (7) days of serving the notice of termination pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*, submit an application for a licence issued by the Director in accordance with the provisions of this By-law.
- 4.1** A Landlord or Operator who fails to submit an application for a licence pursuant to section 4 of this By-law is guilty of an offence and is subject to a penalty in the amount prescribed in this By-law for each day or part of a day that the Landlord or Operator fails to comply with section 4 of this By-law.
- 4.2** No Landlord or Operator shall perform, or cause to be performed, renovations or repairs requiring vacant possession of the Rental Housing Unit pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*, without first being issued a licence as required pursuant to this By-law.
- 4.3** No Landlord or Operator shall be issued a licence as required pursuant to this By-law without first being issued all permits required to carry out the repairs or renovations requiring vacant possession of the Rental Housing Unit pursuant to subsection 50(1)(c) of the *Residential Tenancies Act, 2006*
- 4.4** No Landlord or Operator who received notice from a Tenant of their wish to have a right of first refusal pursuant to section 53 of the *Residential Tenancies Act, 2006*, shall be issued a licence under this By-law without first making arrangements with the Tenant in accordance with section 6.2 of this By-law, unless otherwise exempted in accordance with section 22 of this By-law.
- 4.5** A person who receives a licence for a trade involving a Rental Unit must comply with the regulations set out as applicable to the trade being carried on. Failure to comply with the regulations constitutes an offence.
- 4.6** An agent, trustee or representative of persons carrying on a trade in the Town for which a licence is required shall also be personally liable for the compliance of his principal, beneficiary or persons he represents in connection with this bylaw. Failure by such a person to comply with this section constitutes an offence.
- 4.7** No Landlord or Operator who has obtained a licence under this By-law shall fail to adhere to the arrangements made with the Tenant pursuant to this By-law.
- 4.8** No Landlord or Operator who has obtained a licence under this By-law shall prevent a Tenant who has informed the Landlord or Operator in writing of their wish to exercise their right of first refusal, pursuant to subsection 53(2) of the *Residential Tenancies Act, 2006*, from reoccupying the Rental Housing Unit upon the completion of repairs or renovations at a rent that is no more than what the Landlord or Operator could have lawfully charged if there had been no interruption in the Tenant's tenancy.
- 4.9** No Landlord or Operator who has obtained a licence under this By-law shall advertise, or cause to be advertised, a renovated or repaired Rental

Unit for rent if the Tenant of that Rental Unit has informed the Landlord or Operator in writing of their wish to exercise their right of first refusal, pursuant to subsection 53(2) of the Residential Tenancies Act, 2006, unless:

- (a) the Tenant informs the Landlord or Operator, in writing, that the Tenant no longer wishes to exercise their right of first refusal to reoccupy the Rental Unit; or,
- (b) the Landlord;
 - (i) gave the Tenant sixty (60) days after the Rental Unit was ready for occupancy to exercise their right of first refusal to occupy the Rental Unit and thereafter
 - (ii) the Tenant chose not to exercise their right of first refusal within that sixty (60) day period

- 4.10** Licences issued pursuant to this By-law are conditional on compliance by the licensee with all municipal by-laws, including, but not limited to, the Zoning Bylaw and Property Standards By-law, and compliance with all Provincial and Federal Laws and Regulations
- 4.11** Without limiting section 4.0 of this By-law no Person shall permit the promotion or advertising of a Rental Unit as being available for occupancy or permit to be offered to any Person a right to occupy a Rental Unit except a Rental Unit in respect of which a licence has been issued and maintained in good standing pursuant to this Bylaw.
- 4.12** No Landlord or Operator shall hold themselves out to be licensed under this By-law if they are not licensed.
- 4.13** No Landlord or Operator shall contravene or fail to comply with any of the terms and conditions of their licence issued under this By-law
- 4.14** No Landlord or Operator shall transfer or assign a licence issued under this By-law
- 4.15** No Person shall provide false or misleading information to the Manager when applying for or renewing a licence under this By-law.
- 4.16** No Person shall hinder or obstruct an Officer or attempt to hinder or obstruct an Officer who is performing a duty under this By-law
- 4.17** Any Person who provides false or misleading information to the Manager shall be deemed to have hindered or obstructed an Officer in the execution of their duties
- 4.18** In the event of any inconsistency between a provision of this By-law and of any other Town By-law, the provision that, in the opinion of the Director, more restrictively regulates prevails to the extent of the inconsistency.

APPLICATION PROCEDURE

- 5.0** An application for a licence or renewal of a licence shall be made at the office of the Director or Manager on the form prescribed and the Director or Manager may prescribe any information to be given therein

and other necessary papers to be completed or submitted by the applicant in conjunction with the application.

5.1 In addition to other requirements of this By-law, the Director or Manager may refuse to accept an application for a licence unless the application is submitted on forms approved by the Director and includes, for each Rental Unit, the following:

- a) a) the name and contact information, municipal address, telephone number and e-mail address of each as applicable, the Applicant, Owner, Operator and Landlord;
- b) the municipal address of the Rental Premises where the Tenant's Rental Unit is located;
- c) if the Applicant is a corporation, a copy of the current Certificate of Status and a Corporate Profile report which indicate the location of the corporation's head office, the names, addresses and telephone numbers of all directors of the corporation and confirms that the corporation is active;
- d) if the Applicant is a partnership, or a sole proprietorship, a copy of a current Business Name Search and the names, addresses and telephone numbers of persons associated with the partnership;
- e) The unit number of the Tenant's Rental Unit;
- f) The current rent charged for the Tenant's Rental Unit;
- g) The commencement date of the tenancy agreement which the Tenant signed with respect to the Tenant's Rental Unit;
- h) The number of bedrooms in the Tenant's Rental Unit;
- i) A description of the repairs or renovations to be done to the Tenant's Rental Unit; and
- j) The date of anticipated completion of the repairs or renovations to be done to the Tenant's Rental Unit.
- k) The application fee as set out in the Town's Fees and Charges By-law;
- l) a copy of the notice of termination of tenancy served on the Tenant pursuant to Subsection 50(1) (c) of *the Residential Tenancies Act, 2006*;
- m) a copy of the Building Permit or Change of Use Permit issued by the Town and any other permit required to carry out the repairs or renovations to the Tenant's Rental Unit;
- n) a copy of a report prepared by a Qualified Person stating that the repairs or renovations are so extensive or present such a danger to the health and safety of the occupant that they require vacant possession of the Tenant's Rental Unit;
- o) Written confirmation from the Town's Building/Planning Services Division in the form of a letter or email confirming the property's

zoning and that there are no outstanding work orders or building permits;

- p) a statement by each Applicant, Owner, Operator, Landlord as applicable certifying the accuracy, truthfulness and completeness of the application;
- q) at least one (1) of each Landlord's signature or of any duly authorized Landlord's agents that would bind the Landlord; and
- r) Any other information required by the Manager.

5.2 Without limitation, the Director or Manager may require an applicant to provide each applicant's name, address, telephone number, facsimile transmission number and e-mail address.

5.3 In addition to other requirements of this By-law, the Director or Manager may refuse to accept an application for a licence that is not accompanied by the following in respect of each Rental Premises:

a) in the case of a corporation, a copy of

i. the articles of incorporation; and

ii. a corporation profile report issued by the Ontario Ministry of Consumer and Business Services;

b) evidence satisfactory to the Manager that there are no fines or fees owed to the Town by any Applicant, Owner, Operator, Landlord as applicable respecting the Rental Property; and

c) Evidence that all owners of the property are aware of, consent to and authorize the Rental use;

d) payment of the application and licence fee in accordance with the Town's Fees and Charges By-law 064-2025.

5.4 The Director or Manager may require affidavits in support of an application and such other information as from time to time may be required.

5.5 The Director or Manager may cause such investigations to be undertaken respecting an application for a licence as the Director or Manager determines are relevant to the application.

5.6 If the investigation discloses that:

- a) a) the applicant's premises or place of trade are the object of an order to comply made under the Property Standards By-law, Boulevard By-law, Lot Maintenance By-law, Fence and Sight Triangle By-law, Snow and Ice Removal By-law or the Waste Collection Bylaw, each as amended from time to time, or an order made under current building codes or discloses non-compliance with the Zoning By-law or any parking requirements of the Corporation;
- b) the applicant's premises or place of business requires corrective action pursuant to an order of the Medical Officer of Health to ensure the safety or health of the public;

- c) the applicant's premises or place of business requires corrective action pursuant to an order of the Fire Chief to ensure fire safety;
- d) the applicant is incompetent in a manner that affects the safety, health or welfare of the public;
- e) the applicant has been found to have discriminated against a member of the public contrary to The Human Rights Code;
- f) the applicant has previously had his/her licence or any certificate of qualifications under The Apprenticeship and Tradesmen's Qualifications Act, suspended or revoked
- g) the applicant is indebted to the Town in respect of fines, penalties, judgments or any another amounts owing, including awards of legal costs and disbursements and including outstanding property taxes and late payment charges against all properties owned by the applicant in any capacity (legally, beneficially or otherwise)and, where the applicant is a corporation, against all properties owned by an officer, or shareholder of the applicant, where such amounts outstanding are, cumulatively, \$10,000 or more;
- h) notwithstanding the preceding section 5.6 (g) the applicant is indebted to the Town in respect of an administrative penalty imposed pursuant to section 19; or, the applicant is in breach of this or some other Town by-law or law of Ontario or Canada,
- i) the Director or Manager may deny the application. Otherwise, the Director or Manager may grant a licence and may also impose any conditions the Director or Manager sees fit as a condition of obtaining, continuing to hold or renewing the licence.

RENTAL UNIT LICENCE APPLICATION AND ISSUANCE

6.0 Within five (5) days of submitting the application for a licence under this By-law, the Landlord or Operator shall provide notice of the application submitted to the Town, pursuant to this By-law, to all Tenants who received a notice of termination pursuant to section 50(1)(c) of the *Residential Tenancies Act, 2006*.

6.1 Where a Residential Complex has more than one (1) tenanted Rental Unit, within five (5) days of submitting an application for a licence to the Town pursuant to this By-law, the Landlord or Operator shall post the notice in location on the premises, so as to be clearly visible to all residents of the premises until such time that a licence has been issued or the application for a licence has been withdrawn or revoked.

6.2 Where a Tenant has notified their Landlord or Operator of their wish to have a right of first refusal pursuant to section 53 of the Residential Tenancies Act, 2006, the Landlord or Operator shall within one-hundred and twenty (120) days of the Landlord or Operator serving the notice on the Tenant requiring vacant possession of the Rental Housing Unit, or before the date on which the Tenant notifies the Landlord of its intention to vacate the Rental Housing Unit, whichever is earlier:

- (a) make arrangements with the Tenant:

(i) for the Tenant's temporary alternate accommodation that is comparable to the Tenant's current Rental Housing Unit during the period of repair or renovation; or

(ii) to provide the Tenant with compensation in an amount equal to the difference between the rent rate currently paid by the Tenant for the Rental Housing Unit being repaired or renovated (including utilities, only if utilities were included in the tenancy agreement with the Tenant of that Rental Housing Unit) and the Average Market Rent of a Rental Housing Unit with the same number of bedrooms as the Tenant's current Rental Housing Unit, within seven (7) calendar days before the first (1st) day of each month during the period of repair or renovation; and

(b) make arrangements for the Tenant's return to the Rental Housing Unit after completion of the repairs and renovations at a rent that is no more than what the Landlord or Operator may have lawfully charged if there had been no interruption to the Tenant's tenancy.

6.3. The Landlord or Operator shall provide to the Director the particulars of the arrangements made with the Tenant forthwith after such arrangements have been made pursuant to section 6.2 of this By-law.

6.4. Comparable, for the purposes of section 6.2 of this By-law includes, but is not limited to, consideration of the following factors:

(a) the rental rate for the unit is equal or less than the rent for the Rental Housing Unit being repaired or renovated;

(b) proximity between existing and proposed transportation options, including transit service;

(c) relative proximity to community infrastructure such as, recreational facilities, libraries, police stations, schools and places of religious assembly;

(d) relative proximity to commercial services and amenities; (e) number of bedrooms; and

(e) size of proposed temporary alternate accommodation.

6.5 The Applicant shall pay the required licensing fee as per the Town's Fees and Charges By-Law.

6.6 Upon receipt of a complete Application and the payment of the Licensing fees, the Licence Issuer shall, review the application, and when and if required inspect the property. The Applicant may require comments and approvals from other Municipal Departments or Agencies as part of a Complete Application, and if in compliance, the Town will issue the Licence.

6.7 Where an application for a licence has been made and the Licence Applicant has failed to meet the requirements of the application procedure for six months after the date the application was submitted, the Manager may deem the application to have been abandoned and cancel the application without notice.

6.8 Where the Manager cancels an application, the application fee is not refundable.

6.9 Despite sections 5.1 and 5.2, an application for a licence or a renewal thereof may be made in person by an Authorized Agent, provided that he or she has written authorization to do so from the Applicant and provides one piece of Canadian government photo identification, both to the satisfaction of the Manager

LICENCE FEE

7.0 The fee for obtaining a Rental Renovation Licence or renewal of a licence shall be as set out in the Town’s General Fees and Charges By-law. No fee is refundable except in the event that a licence is revoked in which case the licensee is entitled to a refund of a part of the licence fee proportionate to the unexpired part of the term for which it was granted

DUPLICATE LICENCE

8.0 A duplicate licence may be issued by the Director to replace any licence previously issued which has been lost, stolen or destroyed

POSTING LICENCES

9.0 Where a licensee carries on a business or trade from a fixed place of business, the licensee shall post the licence obtained under this by-law in a conspicuous place at such fixed place of business and every person so licensed shall, when requested by an Officer, produce the licence for inspection. Failure by a licensee to comply with this section shall constitute an offence.

PARTNERSHIPS AND CORPORATIONS AND UNINCORPORATED ASSOCIATIONS

- 10.0** A partnership, corporation, association or combination thereof shall be considered as a single applicant for any one trade at one place of business.
- 10.1** On any application by a partnership, the licence shall be issued in the name under which business is carried on by the applicant. The names and addresses of all partners shall be listed on the application form.
- 10.2** Any application by a corporation shall contain the names and addresses of the officers and directors of the corporation.
- 10.3** A change in composition of the members of a partnership or in the officers and/or of a corporation shall be reported to the Director within fifteen days. Failure to comply with this section constitutes an offence.

CHANGE OF ADDRESS

11.0 Each applicant or, where a licence has been issued, each licensee shall advise the Director or Manager of any change in any information provided pursuant to Section 5.1 of this By-law by providing to the Director notice of such change within fifteen (15) days of the date of such change. Failure to comply with this section constitutes an offence.

LICENCE TERM AND TRANSFER

12.0 Every Licence issued under this By-law shall expire within one (1) year of being issued, unless otherwise revoked or suspended prior to that date.

- 12.1** Where repairs or renovations take more than 12 months to complete, the Owner or Operator shall apply for a new licence prior to the end of each licence term.
- 12.2** Each Licensee shall be required to renew the said Licence prior to the expiry of the original Licence issued under this By-law, and failing such renewal, the Licensee must discontinue the operation of their business upon the expiry of the Licence.
- 12.3** Every Licence is valid only in respect of the person who was issued the Licence. No person may assign, modify, sell, or transfer, any Licence issued under this By-law
- 12.4** A person wishing to renew a Licence shall comply with the application requirements of this by-law.

NO VESTED RIGHT

- 13.0** No person shall enjoy a vested right in the continuance of a licence and upon issuance, renewal, cancellation or suspension, a licence shall remain the property of the Town.

LICENSEES TO USE NAME ON LICENCE

- 14.0** It shall constitute an offence for a person licensed to carry on a trade under this by-law to advertise or carry on such trade under any other name than the one endorsed on its licence.

LICENCE DENIAL, SUSPENSION OR REVOCATION

- 15.0** The Licence Issuer may refuse to issue or revoke a Licence if one or more of the following circumstances are met:
 - a) if the information submitted on the Application is incomplete, incorrect, false, or misleading; or
 - b) where all the required taxes, fees, administrative monetary penalties, Provincial Offences, or municipal charges have not been paid;
 - c) where a Licence has been previously revoked, suspended, made subject to special condition(s) or has presented a history of contravention with this or other Municipal By-Laws;
 - d) where the Applicant is in breach of any provisions of this By-Law or the Rental Premises does not comply with any provision of this By-Law or any breach of the provisions of any other Town By-Law or regulations, or
 - e) refusal to comply with any notice of violation within 72 hours.
- 15.1** The Licence Issuer shall refuse or revoke a Licence when any of the following By-Law provisions are in breach:
 - a) where the property has orders under the Ontario Building Code or the Ontario Fire Code, or orders or non-compliance with provisions in the Town’s Property Standards By-Law or the Zoning By-Law;
 - b) if the property is subject to tax arrears.

- 15.2** Notwithstanding the above, if satisfied that the continuation of the Licence poses an immediate danger to the health or safety of any person under this By-law, the Manager may, for a period of time and imposing such conditions as are considered appropriate, and without a hearing, suspend a Licence for not more than fourteen (14) days, and, prior to suspending the Licence, shall provide the Licensee with the reasons for the suspension, either orally or in writing, with an opportunity to respond to them.
- 15.3** Where a Municipal By-Law Enforcement Officer has issued three (3) or more notices, orders or AMP's to encourage compliance with this By-Law within a 6-month period, the Licence may be revoked.
- 15.4** The Licensee shall provide the Town with seven (7) days prior written notice of its intent to cancel and not replace any insurance policy noted or submitted in the completed Licence Application. Failure to retain insurance as required under this By-Law will result in automatic revocation of the Licence.

HEARING OFFICER

- 16.0** Where a person is denied a licence by the Director or Manager or is dissatisfied with any condition imposed by the Director or Manager in relation to a licence, the person may request a review by the Hearings Officer of the Director's or Manager's denial or condition in accordance with this Section
- a) The person's right to request a review expires on the tenth (10th) day after notice of the Director's decision is given to the person at which time the Director's decision is final and not subject to review.
- b) The hearing of the review request under section 16.0 shall not be scheduled until the person has paid the fee from time to time prescribed by the Town's General Fees and Charges By-law.
- c) The person shall be given no fewer than seven (7) days' notice of the date, time and place of the hearing of the review request under clause 16.0
- d) The Hearings Officer shall not make a determination with respect to a review request under clause 16.0 unless the Hearings Office has given each of the person and the Director an opportunity to be heard.
- e) The Hearings Officer may deny the application. Otherwise, the Hearings Officer may grant a licence and may also impose any conditions the Hearings Officer sees fit as a condition of obtaining, continuing to hold or renewing the licence.
- f) The decision of a Hearings Officer and any condition imposed by the Hearings Officer in relation to a licence granted by the Hearings Officer are final and not subject to review including review by any Court.

LICENCE PRODUCTION

- 17.0** Every person licensed under this By-law shall, when requested by a Municipal Law Enforcement Officer, or any person acting under their lawful authority, immediately produce their Licence, and other relevant documents required under this By-law.

PENALTIES

- 18.0** Each person who contravenes any provision of this By-law is guilty of an offence for each day or part of a day that the contravention occurs or continues.
- 18.1** Each Director or Officer of a Corporation who knowingly concurs in the contravention of this By-law by the Corporation is guilty of an offence for each day or part of a day that the contravention occurs or continues.
- 18.2** On conviction, each Person is liable to a fine of;
 - a) not less than \$500 and not more than \$100,000; and
 - b) for each day or part of a day that the offence continues, a fine of not less than \$500 and not more than \$100,000.
- 18.3** Where a Person is convicted of an offence of operating without a licence required by this By-law, the Person is, in addition to any other fine or penalty, liable to a special fine not exceeding the gross revenues received by or on behalf of the Person during the period and in respect of the activity for which a licence was required. This special fine is designed to eliminate or reduce any economic advantage or gain from contravening this By-law.

ADMINISTRATIVE PENALTY

- 19.0** Administrative Penalty Process By-law 079-2022 applies to each administrative penalty issued pursuant to this By-law.
- 19.1** Subject Section 19.2, each person who contravenes any provision of this By-law, including any provision of its schedules, shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 079-2022, be liable to pay the Town an administrative penalty in the amount of \$250 for each day on which the contravention occurs or continues.
- 19.2** Each person who, without a licence under this By-law, undertakes an activity for which the person requires a licence under this By-law, shall, upon issuance of a penalty notice in accordance with Administrative Penalty Process By-law 079-2022, be liable to pay to the Town an administrative penalty in the amount of \$500 for each day on which the contravention occurs or continues.
- 19.3** No Person shall fail to comply with any provision or standard of this By-law.

HEARING BY HEARINGS OFFICER

- 20.0** An Applicant, whose Application has been denied, or a Licencee, whose Licence has been revoked, and is not satisfied with the terms or conditions as to why this action was taken, may apply for an appeal of this decision, as outlined in the Administrative Penalties By-law, as amended.
- 20.1** After such opportunity to be heard is afforded the person or applicant, the Hearings Officer may make any decision in respect of which the hearing was held or the opportunity for hearing afforded without holding a further hearing or affording further opportunity for a hearing in such matter.

- 20.2** The Statutory Powers Procedure Act applies to any hearing conducted pursuant to this paragraph.
- 20.3** The Hearing Officer may, with the consent of the appellant and the Town, waive any procedural requirements of the Statutory Powers and Procedure Act.
- 20.4** A decision by the Hearings Office to revoke, suspend, or deny a licence shall be effective when notice of the decision has been given to the person or applicant.
- 20.5** The decision of the Hearing Officer on any appeal is final.

NOTICE

- 21.0** Any notice pursuant to this By-law may be given in writing in any of the following ways and is effective:
- a) On the date a copy is personally delivered to the Person to whom it is addressed;
 - b) On the third (3rd) day after a copy is sent by regular mail or by registered mail to the Person's last known address;
 - c) Upon confirmation of the successful transmission of a copy by facsimile transmission to the Person's last known facsimile transmission number;
 - d) Upon sending a copy by e-mail transmission to the Person's last known e-mail address;
 - e) Upon a copy being posted on the door of any building or structure on the Person's property or, where no building or structure exists, on a stake erected by the Officer on the Person's property; or
 - f) On the date a copy is placed on or affixed in any manner to a Person's Motor Vehicle.

EXEMPTIONS

- 22.0** A Landlord or Operator who is subject to the provisions of section 6.2 of this By-law may apply to the Director for an exemption from the provisions of that section, on the grounds that the Landlord or Operator was unable to make the required arrangements within the specified time period in accordance with section 6.2 of this By-law.
- 22.1** A Landlord or Operator who has made an application for exemption under section 22 of this By-law shall submit to the Director the following information and documentation in support of the application for exemption:
- (a) an explanation for the reason that the Landlord or Operator was unable to make the required arrangements within the specified time period in accordance with section 6.2 of this By-law;
 - (b) documentation disclosing all proposed temporary alternate accommodations proposed by the Landlord, Operator or Tenant as required pursuant to subsection 6.2(a)(i) of this By-law, as applicable;

(c) copies of all correspondence between the Landlord, Operator and Tenant regarding the proposed temporary alternate accommodations referred to in subsection 22.1(b), as applicable;

(d) copies of all correspondence between the Landlord, Operator and Tenant, and any other related documentation, pertaining to the proposed arrangements to provide the Tenant with compensation in an amount equal to the difference between the rent rate currently paid by the Tenant for the Rental Housing Unit being repaired or renovated (including utilities, only if utilities were included in the tenancy agreement with the Tenant of that Rental Housing Unit) and the Average Market Rent of a Rental Housing Unit with the same number of bedrooms as the Tenant's current Rental Housing Unit as required pursuant to subsection 6.2(a)(ii) of this By-law, as applicable; and

(e) any other information or documentation as required by the Director to assist in determining whether an exemption under this By-law should be granted

22.2 The Director may exempt any person from all or any part of the Rental Renovation Licensing By-law where the Director is satisfied that the granting of the exemption would maintain the general intent and purpose of the By-law.

22.3 The Director may impose such conditions as the Director determines are appropriate in relation to an exemption granted by the Director.

22.4 Where a person is denied an exemption by the Director in relation to an exemption, the person may request a review by the Hearings Officer of the Director's denial or condition in accordance with this paragraph

a) The person's right to request a review expires on the tenth (10th) day after notice of the Director's decision is given to the person at which time the Director's decision is final and not subject to review.

b) The hearing of the review request under clause 22.4 (a) shall not be scheduled until the person has paid the fee from time to time prescribed by the Town's General Fees and Charges By-law.

c) The person shall be given seven (7) days' notice of the date, time and place of the hearing of the review request under clause 22.4 (a).

d) The Hearings Officer shall not make a determination with respect to a review request under clause 22.4 (a) unless the Hearings Officer has given each of the person and the Director an opportunity to be heard.

e) The Hearings Officer may affirm the Director's decision or, alternatively, may exempt the person from all or any part of the Rental Renovation By-law where the Hearings Officer is satisfied that affirming the Director's decision or granting an exemption would maintain the general intent and purpose of the Rental Renovation By-law.

f) The Hearings Officer may impose such conditions as the Hearings Officer determines are appropriate in relation to an exemption granted by the Hearings Officer. The decision of a Hearings Officer and any condition

imposed by the Hearings Officer in relation to an exemption granted by the Hearings Officer are final and not subject to review.

DELEGATION

23.0 For the purpose of subsection 23.2(4) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, it is the opinion of Council that the powers delegated to the Town Clerk, Director or Manager pursuant to this By-law are of a minor nature.

CONFIDENTIAL INFORMATION

24.0 All information submitted to and amassed by the Town, will, except as otherwise provided in this By-law, be available for disclosure to the public in accordance with, and subject to, the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 (“MFIPPA”).

24.1 In the event that any Person, Rental Premises Operator(s), or Licencee(s) submits information to the Town in any form, as required under this By-law, and where such information is identified as Confidential Information or otherwise proprietary in nature at the time of submission, such information may be exempt from disclosure under MFIPPA, provided that sufficient details as to the reason for its purported exemption from disclosure are also provided at the time of submission.

24.2 All Person(s), Rental Premises Operator(s), and Licencee(s) shall be solely and absolutely responsible to retain and maintain Confidential Information in a safe and secure manner.

GENERAL

25.0 The obligations imposed by this By-law are in addition to obligations otherwise imposed by law or by contract.

SEVERABILITY

26.0 In the event any provisions of this by-law are deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SHORT TITLE

27.0 This by-law may be cited as the “Licensed Rental Renovation Licensing By-law”

This By-law shall come into effect on the XX day of XXXXX, 2026.

READ and finally passed in Open Council this XX day of XXXXX, 2026.

Lucas Cleveland, Mayor

Brent Larmer, Clerk



STAFF REPORT

THE CORPORATION OF THE TOWN OF COBOURG

Community Services, Protection, and Economic Development Standing Committee

Report to: Mayor, Deputy Mayor, and Councillors
From: Jason Johns, Manager of Facilities
Lacricia Turner, Director of Community Services
Standing Committee Date: February 11, 2026
Report Number: COMM-2026-002
Council Meeting Date: February 25, 2026
Subject: **CCC Stadium Seating Replacement 2026**

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1. Recommendation:

WHEREAS the Committee adopt the following recommendation and refer to Regular Council for final approval.

NOW THEREFORE BE IT RESOLVED THAT Council approve \$36,714.00 plus HST for the supply and installation of 74 stadium seats in the Bowl Arena located at the Cobourg Community Centre.

2. Executive Summary:

A Capital project of \$12,500 was approved in the 2026 budget for the replacement of stadium seating at the Cobourg Community Centre, to be funded from the Infrastructure Reserve account. The approved funds are insufficient to complete the full scope of the project. It is recommended that the Town of Cobourg increase the amount of the spectator seating project to \$36,714.00 plus HST to be funded from the infrastructure reserve account.

3. Background

The Community Services Division is in the process of a multi-year project to replace sections of spectator seating at the Cobourg Community Centre. Hussey seating has been providing new seats since the project started in early 2024. Procurement of the seating has been supplied through the LAS/CANOE procurement group, a nonprofit municipally owned group purchasing organization, that partners with municipal associations across Canada. Canoe provides transparent, open and competitive processes for procurement.

4. Discussion:

Quoted through LAS/Canoe procurement group's Sports Arena Supply Program, Hussey seating is an available supplier of stadium seating under contract 081523-HSC.

It is recommended that the Town of Cobourg use the group purchasing program through LAS/CANOE leveraging collective buying power and ensuring compliance with regulatory standards and best practices.

5. Financial Impact and Budget

A Capital project of \$12,500 was approved in the 2026 budget for the replacement of stadium seating at the Cobourg Community Centre, to be funded from the Infrastructure Reserve account. The approved funds are insufficient to complete the full scope of the project. It is recommended that the Town of Cobourg increases the approved amount of the spectator seating project to \$36,714.00 plus HST, to be funded from the infrastructure reserve account.

6. Relationship to Council's Strategic Plan Priorities 2023 to 2027 and beyond:

☐ Thriving Community

☒ Service Excellence

Continued maintenance of the infrastructure ensures residents have safe use of amenities.

☐ Sustainability

7. Public Engagement:

N/A

8. Attachments:

Attachment 1 – Event Seating and Staging Solutions Agreement – Sourcewell and Hussey Seating Corporation

Attachment 2 – Event Seating Quote – Creative Sports Solutions

Attachment 3 – RFP from Sourcewell for Event Seating and Staging Solutions

Report Approval Details

Document Title:	CCC Stadium Seating Replacement - 2026 .docx
Attachments:	Attachment 1 – Event Seating and Staging Solutions Agreement – Sourcewell and Hussey Seating Corporation Attachment 2 – Event Seating Quote – Creative Sports Solutions Attachment 3 – RFP from Sourcewell for Event Seating and Staging Solutions
Final Approval Date:	Jan 28, 2026

This report and all of its attachments were approved and signed as outlined below:

Lacricia Turner - Jan 22, 2026 - 1:56 PM

Tracey Vaughan, Chief Administrative Officer - Jan 28, 2026 - 3:21 PM

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hussey Seating Corporation, 38 Dyer Street Ext., North Berwick, ME 03906-6763 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

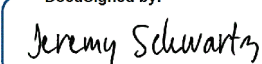
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

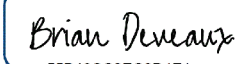
22. CANCELLATION

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

Sourcewell

Hussey Seating Corporation

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/5/2023 | 7:23 AM CDT

DocuSigned by:

By: 55B46CC3EC0D4E1...
Brian Deveau
Title: CEO & President
Date: 10/4/2023 | 4:23 PM CDT

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 10/5/2023 | 9:07 AM CDT

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

Vendor Details

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

Submission Details

Created On: Wednesday June 28, 2023 08:19:02
Submitted On: Tuesday August 15, 2023 06:59:45
Submitted By: Ron Bilodeau
Email: rbilodeau@husseyseating.com
Transaction #: 0ba46dfd-a955-4856-bfe8-8cca0cd7c2be
Submitter's IP Address: 207.215.137.116

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Hussey Seating Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Hussey Seating Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Hussey Advantage A Division of Hussey Seating Company Hussey Seatway A Division of Hussey Seating Company	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 5275 EI: FSLHDD5LRC17	*
5	Proposer Physical Address:	Hussey Seating Company c/o: Ron Bilodeau; Marketing Manager; Product Innovation & Sale EDU 38 Dyer Street Ext North Berwick, ME 03906-6763 USA	*
6	Proposer website address (or addresses):	www.husseyseating.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brian Deveau CEO & President Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. bdeveau@husseyseating.com t. +1.207.676.0299	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ron Bilodeau Marketing Manager of Product Innovation & Sales EDU Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. rbilodeau@husseyseating.com t. +1.207.676.0234	*

9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): Sean O'Leary VP of Sales & Marketing Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. soleary@husseyseating.com t. +1.207.676.0370 Adam Pearson Director of Sales Operations Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. apearson@husseyseating.com t. +1.207.676.0366 Nick Hildings, Accountant II Sourcewell Quarterly Reports Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. nhildings@husseyseating.com t. +1.207.676.0213 Rene Hokinson, Accounts Payable Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. rhokinson@husseyseating.com t. +1.207.676.0210 Brian Harrington, Treasury & Credit Manager Hussey Seating Company 38 Dyer Street Ext North Berwick, ME 03906-6763 USA e. bharrington@husseyseating.com t. +1.207.676.0302	
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Table 2A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response
10	Provide a detailed description of the products, and services that you are offering in your proposal.	Hussey Seating Company, Your Partner for Seating Solutions, is an American-based sixth/seventh generation family-owned and operated company located in North Berwick, Maine, since 1835, 188 years. We work in a straightforward process, as our goal is to create a customer for life while providing the lowest product life cycle investment. We start the process by listening to the Sourcewell Members/Agencies' needs and desires; we then share and educate on our knowledge, global experience, trends, and potential solutions for discussion. Then it is time to Collaborate on the Right Solution with our Sourcewell Member/Agency while offering the following services and products to make the process easy and hassle-free. Our Services provided: Local Representation Exclusive Dealer & Direct Teams in your area New Projects, Renovation, or Complete Replacement Hussey offers local exclusive representation for sales and service in all US & Canada States and Provinces and a direct sales team for professional & collegiate venues. This provides our customers with an easy, hassle-free experience for the product's life. We aim to be part of and understand the local community's needs

and desires and be available when our customers need us.
Hussey can collaborate directly with the customer saving additional customer investments by managing the product design and installation or work with the Sourcewell Members/Agencies selected design team [architect, contractor, consultants, etc.].

WHERE TO BUY | <https://www.husseyseating.com/find-a-dealer>

Design Consultancy | Free Service

At Hussey Seating, we start with a design meeting driven by our exclusive dealer or direct project development team to gain an understanding of the Sourcewell Member/Agency or their project design teams, needs and desires, identify critical objectives regarding products, conversion requirements, storage capabilities and space, patron/fan in-venue experience, project budget, project management, lead-times & installation/assembly and service and inspection requirements. This is part of every project to align direction and expectations. Once complete, the Hussey team will leverage our experience and knowledge and provide potential solutions to assist with our collaborative discussions and decisions.

2D Proposal Drawings | Free Service

We complete 2D proposal drawings showing the recommended seating solutions, code-compliant layouts, seating/ADA capacities, and building dimensional requirements for collaborative discussions and decisions. This visual tool is excellent for helping validate a consistent agreed-upon vision while cross-referencing needs, desires / critical objectives.

3D Revit Renderings | Free Service

We complete 3D Revit Renderings for large-scale projects to best assist with capital fundraising campaigns/marketing and provide an enhanced real-life venue visualization.

HSC REVIT FAMILIES | <https://www.husseyseating.com/revit>

3D Chair Configurator [Design your Vision] | Free Self-Service

We're helping you bring your vision to life early in the process with a 3D Configurator that will let you visualize your design choices in real-time, create images, and download a custom specification - officially putting you in the driver's seat.

3D Chair Configurator [Design your Vision] | <https://www.husseyseating.com/build-your-chair>

Surface Materials for Color Boards | Free Service

Let us help you create your project design/color board with all the surface materials you require for surface material selections, polymer & powder coat color chips, laminate, wood veneer, hardwood samples & fabric swatches. Viewing actual surface material chips or production samples for final product color approvals is essential, do not approve colors from digital or printed selectors due to potential variations based on computer screen calibration, print quality, and natural wood variations..

Surface Materials for Color Boards | <https://www.husseyseating.com/surface-material>

Product Samples | Free Service during the project collaboration

Hussey Seating Company provides a product sample process for pre-sale and post-sale as required based on customers' knowledge and familiarity with our products or project specification requirements. Our exclusive dealers or direct sales team will provide samples when requested.

Technical Data | Free Service during the project collaboration

Hussey Seating Company provides project-specific product specifications in Word, RTF, or pdf format upon request. Our exclusive dealers or direct sales team will also provide the following as required.

- ~ Product Warranty Details
- ~ Environmental Data LEED V2.1
- ~ Owner's Manuals

Production Submittal Drawings & Field Checks | Free Service

We complete 2D Submittal Drawings & Field Checks showing the final agreed-upon recommended seating solutions, code-compliant layouts, seating/ADA capacities, and building dimensional requirements for collaborative discussions and decisions. This drawing will assist in validating the final project decisions and actual field conditions before production and installation. Our exclusive dealers or direct sales team will collaborate with you during final approval.

3D Building Scans | Not Required on All Venues

Hussey Seating Company will complete 3D building scans on large venues with high-level design complexity. This helps streamline the design and collaboration process while providing a real-time dimensional resource for our design teams.

Project Management | Completed by Exclusive Dealers and Direct Team

Hussey Seating Company will provide project management via our exclusive dealer network or our direct team to provide the customer with a single point of contact in the final project installation/assembly phases. Direct projects may carry a Project management line item depending on project size and complexity.

Regional Service Centers | Dealer & Direct Teams in your area
Hussey Seating Company provides Regional Service Centers at a Local and National level. Our certified centers/teams can perform the following for the product life cycle to help maximize your investment.

~Safety Evaluations

~Telescopic Seating Annual Inspections Required by Code

~Fixed & Portable Chair Inspections as Requested

~Annual Service, Maintenance & Repair

OUR PRODUCTS | Tip & Roll, Telescopic/Retractable Bleacher Seating Systems, Telescopic/Retractable Platform Seating Systems, Telescopic/Retractable Seating Solutions, Fixed Seating Solutions, Portable Seating Solutions

MAXAM1™ | Tip & Roll/Portable Seating Solution

The next generation in portable bleacher seating is MAXAM 1™. Designed to be the safest and most comfortable portable bleachers available, MAXAM 1™ Portable Bleachers quickly bring the safety, comfort, and durability of large gym bleacher systems to almost any spot on your facility's campus.

One person. MAXAM 1™ Portable Bleachers are designed for quick & easy one-person transport and one-person operation. Hussey's legendary attention to detail means MAXAM 1™ was created with your environment in mind, whether fitting through tight doorways and onto elevators or providing the safest portable bleacher system to own and operate.

<https://www.husseyseating.com/tip-and-roll-bleacher/maxam1/>

MAXAM® | Telescopic/Retractable Bleacher Seating System

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

<https://www.husseyseating.com/telescopic-bleacher/maxam/>

MAXAM+™ | Telescopic/Retractable Platform Seating System

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

<https://www.husseyseating.com/telescopic-seating/maxam-plus/>

MXP™ | Telescopic/Retractable Platform Seating System

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

<https://www.husseyseating.com/telescopic-seating/mxp/>

Hussey Seatway™ | Telescopic/Retractable Platform Seating System

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

<https://www.husseyseating.com/telescopic-seating/seatway-tp/>

Telescopic/Retractable Seating Solutions

Quattro® Forward Tilt

The Quattro Classic Series blends the comfort of a premium auditorium chair with the flexibility of a telescopic seating platform, making these high-value locations truly the best seats in the house. Designed to decrease labor costs and changeover time, platforms with Quattro Classic can efficiently change from stored to event-ready, with each staff member operating rows of up to 14 chairs at a time for a single operator. Requires a Minimum Rise of 4".

Quattro® Forward Fold

The Quattro Classic Series blends the comfort of a premium auditorium chair with the flexibility of a telescopic seating platform, making these high-value locations the best seats in the house. Designed to decrease labor costs and changeover time, platforms with Quattro Classic can efficiently change from stored to event-ready, with each staff member operating rows of up to 14 chairs at a time for a single operator. Requires a Minimum Rise of 16".

Quattro ® Nose Mount

The Quattro Classic Series blends the comfort of a premium auditorium chair with the flexibility of a telescopic seating platform, making these high-value locations truly the best seats in the house. Designed to decrease labor costs and changeover time, platforms with Quattro Classic can efficiently change from stored to event-ready, with each staff member operating rows of up to 14 chairs at a time for a single operator, 22 chairs with two operators. Minimum Rise of 8"

Arts PC Series

The Arts PC Series blends the comfort of a premium auditorium chair with the flexibility of a telescopic seating platform, making these high-value locations truly the best seats in the house. Designed to decrease labor costs and changeover time, platforms with Quattro Classic can efficiently change from stored to event-ready, with each staff member operating rows of up to 14 chairs at a time for a single operator, 22 chairs with two operators. Minimum Rise of 8"

Gallery 3 Collection

Gallery 3 chairs on retractable or telescopic platforms provide quality seating for any event. Available in lift assist and automatic folding applications on MAXAM+, MXP, and Hussey Seatway telescopic platforms, Gallery 3 chairs are enveloped in quality fabric to highlight the design of your space. Often found in performing arts center seating or in college and university lecture halls with tablets, the stylish Gallery 3 chair provides versatility without sacrificing style. Minimum Rise of 9 5/8"

Metro Collection

Sleek, slim, and easy to install, the Metro™ Collection is a giant leap toward getting the most out of your facility. Metro allows perfect continuity throughout a facility in both telescopic and fixed versions. Metro features whisper-quiet seat operation and fits in an amazingly tiny 5 1/2" (140 mm) stored envelope. Minimum Rise of 9 5/8"

Premia Collection

With a sprung foam seat and back, the durable, space-saving, and exceptionally strong clam-shell design seat with a high-quality upholstered finish offers immense comfort in a small package. This low-maintenance chair with a folding backrest offers innovative ergonomic comfort in a compact individual chair with semi-automatic, auto-fold operation. Also available in a polymer version, Minimum Rise of 9 5/8"

Club Bench Series

The Club Bench is a telescopic seating solution with an optional integrated backrest; the seat and back surfaces are upholstered with cut foam and stylish fabrics to create an enhanced seating solution on a telescopic platform. Minimum Rise of 10"

CourtSide XC10

CourtSide XC10 incorporates a unique fore to aft contoured seat and a gradual "waterfall" curve on the forward edge that reduces pressure to the sensitive region of the thighs regardless of the leg position. 10" (254 mm) wide. 100% recyclable.

CourtSide XCS12

The world's only ergonomically designed gym seat module, the CourtSide XCS12 provides an individualized compound contoured seat that incorporates modern styling, dual texturing, and waterfall edges. 12" (305 mm) wide and manufactured from 100% recyclable materials, the CourtSide is the perfect blend of ergonomic comfort, modern design, performance, and value.

Classic Wood

All our wood boards are finger-jointed Southern Pine Grade "B&B," the finest available. Each is triple sanded and finished with two separately UV cured coats of urethane.

Quattro ® Collection | Fixed Seating Solutions

From top to bottom, every aspect of the Quattro Collection has been designed to balance form and function in beautiful new ways. While you may opt for available end panels, Quattro Collection's stanchions are designed to be so captivating they can stand all on their own.

Quattro ® Traditional Collection | Fixed Seating Solutions

A perfect blend of old and new, the Quattro Traditional Collection has a traditional stanchion and end panel, providing an elegant solution for those who prefer a more classic look. It is also a perfect solution when retrofitting to match an existing décor.

Art Series

Imagine your space with an elevated level of elegance – we have a solution for you. Say hello to refined aesthetics, natural materials, luxe fabrics, and design

customizations that push your venue into the 'exceptional' category. The Quattro Art Series by Hussey Seating Company delivers just this fit, finish, and appeal. Plus, we have made this distinguished look accessible and affordable for any place people gather.

Designer Series

As elegant as it is functional, the Designer Series seat style combines rich wood or laminate tones and plush upholstered seats to offer the ultimate in fixed spectator seating. A simple, yet stunningly smooth back design creates an amazing visual effect from the back of the venue, while the luxurious upholstery and quilting options demand attention from the front. Not only will your events 'wow' the crowd, so will your Designer Series seating.

Classic Series

Timeless style, great looks and a durable polymer outer panel make the Classic Series fixed Quattro seat an excellent choice for any venue. It is a true multi-purpose classic that is comfortable, durable, and attractive. Dress it up with one of our many luxury upholsteries, handsome quilting designs, and chic stanchion color combinations.

SoftSide Series

Make a statement without making a sound with the Soft Side Series seat. Envelop spectators in fully upholstered comfort, absorbing audience noise while seating guests in style. Precision, elegance, and luxury are the hallmarks of these fixed seats, ideal for auditorium, lecture hall, theater, and performing arts seating.

Performance Series | Polymer

Discover seating as versatile as it is durable, attractive, and safe. Sports arenas, entertainment venues, or educational facilities - the Quattro® Performance Series is comfortable in any setting. This affordable seating solution is designed for performance with an eye for beauty and style. And because Quattro Performance Series seats are interchangeable with other Quattro products, they are easy to upgrade or mix and match. You can easily create tiered seating from polymer to plush while maintaining a singular aesthetic style.

Performance Series | Plyform

Blending classic plywood design with advanced Hussey performance and safety, the Quattro® Performance Series Plyform stands up to the rigors of your school environment. The seats and backs are made from 11-ply cross-banded plywood. Flat-sided traditional oval steel stanchions add strength as well as style. Plus, our signature seat back design extends below the seat to keep toes from getting pinched.

All Performance Series chairs are available with optional tablet arm, including our new TR-1 Tablet when equipped with our Traditional steel stanchion. The TR-1's large (110 Sq.In.) tablet stows completely within the chair space, and yet provides more seating space for the user when in use than traditional tablets. It is panic proof operation.

Sports & Entertainment Collection | Fixed Seating Solutions

Fusion Collection

The Fusion seat is the successful result of years of product development and testing. Combining the best features of two prior models – the invincible strength of the Olympiad and comfort of the Medallion – Fusion was born. Designed to stand up to the elements and rigors of a demanding sports and entertainment venue, Fusion seats will last season after season. Plus, the Fusion seat is contoured for ergonomic support to improve the spectator experience. And with contemporary lines and a smooth, polished surface, the seat looks as good as it feels.

Sturdy solid cast aluminum stanchions are rust-proof and remain cool to the touch, even under the hot sun. Ductile cast iron hinge arms and threaded steel metal-to-metal fasteners add durability. For extra comfort and style, the seat features no exposed hardware, and the through bolts on the back are recessed. Choose from a wide range of standard or custom colors to complement your stadium and team colors. For greater flexibility, we offer a complete line of accessories and custom options.

Legend Collection

Ballpark seating gets a new lease on life with the classic Hussey Legend. Designed for comfort, durability and value, the Legend is equally at home in minor-league ballparks and schools as it is in big-league stadiums and arenas. Beyond the ballpark, Legend can be a versatile choice in many different venues, including indoor facilities.

Legend™ features a durable, blow-molded slatted back with a durable polymer seat. Available with padded or upholstered seats. Includes detailed cast iron standards that can be customized for your facility with an integral cast logo. Choose from a wide range of standard or custom colors to complement your stadium and team colors.

Perfect for private and public spaces both inside and out, the Legend's classic design and comfort is the right choice for large and small areas alike. The Martha Wren Briggs Amphitheatre is situated on the banks of Lake Matoaka and is home to concerts, wedding ceremonies and parties. Beyond the ballpark, the Legend can be a versatile choice in many different seating applications.

Quattro ® Xtreme

Make an impact on your most important revenue-generating guests with luxurious fixed seating with the durability needed for your open-air seating. We will help you create a custom layout that will impress even your most exclusive guests. Stylish and durable, this seat combines the luxury and comfort of an upholstered indoor chair seating, so it is easy to create a first-class suite your venue.

Premium Sport & Entertainment Seating

Baco Premium

Olympo Premium

Scarlet Premium

SpaceMAX Premium

Portable Seating Solutions

MAXAM1™ | Tip & Roll/Portable Seating Solution

The next generation in portable bleacher seating is MAXAM 1™. Designed to be the safest and most comfortable portable bleachers available, MAXAM 1™ Portable Bleachers quickly bring the safety, comfort, and durability of large gym bleacher systems to almost any spot on your facility's campus.

One person. MAXAM 1™ Portable Bleachers are designed for quick & easy one-person transport and one-person operation. Hussey's legendary attention to detail means MAXAM 1™ was created with your environment in mind, whether fitting through tight doorways and onto elevators or providing the safest portable bleacher system to own and operate.

<https://www.husseyseating.com/tip-and-roll-bleacher/maxam1/>

Metro Logix

Metro Logix Removable Seating allows theater quality seating in formatted rows for floor applications. The logix system is lightweight, robust, and easy to layout. Also available for Metro chairs this system provides continuity of design and extends your seating applications from tiered telescopic seating to floor seating. Ideal for auditorium seating, arenas and multipurpose facilities, these formatted seating rows eliminate any potential row 'snaking.' After use, the system can be quickly demounted and stored onto lightweight storage trolleys.

Gallery 3 Logix

Gallery 3 Logix Removable Seating allows theater quality seating in formatted rows for floor applications. The logix system is lightweight, robust, and easy to layout. Also available for Metro chairs this system provides continuity of design and extends your seating applications from tiered telescopic seating to floor seating. Ideal for auditorium seating, arenas and multipurpose facilities, these formatted seating rows eliminate any potential row 'snaking.' After use, the system can be quickly demounted and stored onto lightweight storage trolleys.

Portable Stacking Quattro

Flexible ADA Capacity On-Demand. Our Stacking Quattro combines the convenience and flexibility of traditional portable stacking chairs with the style and comfort you expect in an upholstered auditorium chair. The Stacking Quattro maintains your room's aesthetic while providing the ability to accommodate ever-changing demand for ADA and companion seating capacity. Stacks four high on our optional transport cart for easy storage.

Accessories |

Hussey Seating Company also offers a complete line of option and code-compliant accessories for Telescopic/Retractable and Fixed/Portable Seating Solutions.

ETO | Engineer TO Order Product Customization

Hussey Seating Company also offers product customization/solutions to meet the unique venue/project challenges that surface in Telescopic, Fixed and Portable Seating Integration. These may include players' tunnels, elephant doors, spanner decks, radiused riser mount fixed seating, etc.

11	What levels of service (material only, turnkey, other) are being proposed?	If granted the privilege of another Sourcewell-awarded contract, Hussey Seating Company will continue to offer our successful turn-key solution to the Sourcewell Members/Agencies. Our turn-Key Solution offers a range of benefits to our Sourcewell Members/Agencies seeking a comprehensive and hassle-free approach to their projects or services. Here are some key benefits of choosing a turnkey solution: ~ Simplicity and Convenience: With a turnkey solution, our clients have a single point of contact and responsibility for the entire project. This simplifies their experience by eliminating the need to manage multiple contacts and coordinate various aspects. ~ Time Savings: Turnkey solutions are designed to save our clients time by us the vendor handling all project phases, from planning and design to execution and delivery. This lets clients focus on their core business activities without getting bogged down in project management details. ~ Expertise and Specialization: In each project phase, we have specialized expertise. Our clients benefit from the knowledge and experience of professionals well-versed in various aspects of the project, ensuring high-quality outcomes. ~ Reduced Risk: By entrusting the entire project to Hussey Seating as a turnkey provider, clients minimize the risks associated with coordinating multiple vendors and navigating potential communication gaps. Hussey Seating Company, the awarded contract holder, assumes accountability for the project's success. ~ Cost Efficiency: Turnkey solutions optimize processes, reduce inefficiencies, and avoid unexpected expenses from managing various aspects individually. ~ Quality Control: Turnkey providers often have robust quality control measures. We will ensure that each project phase meets established standards and that the final deliverable meets client expectations. ~ Customization: Despite providing a comprehensive solution, Hussey Seating can tailor our approach to meet each specific needs and preferences. This allows for flexibility while maintaining the benefits of a unified solution. ~ Streamlined Communication: Communication is streamlined since members/agencies interact with a single entity [Hussey Exclusive Dealer or Hussey Direct Team]. This reduces miscommunications, misunderstandings, and potential conflicts when coordinating multiple parties. ~ Faster Project Completion: With a dedicated team handling all phases of the project, turnaround times are often faster than managing each component separately. This is particularly beneficial for time-sensitive projects. ~ Accountability: as a turnkey provider, Hussey Seating is accountable for the entire project's success. If any issues arise, members/agencies have a single entity to address, making problem-solving more efficient. ~ Comprehensive Support: Turnkey solutions often include post-project support, ensuring clients receive assistance with post-implementation challenges or adjustments. ~ Peace of Mind: Clients can know that their project is in the hands of Hussey Seating professionals committed to delivering a successful outcome. Overall, a turnkey solution offers an integrated approach that simplifies the client experience, enhances project efficiency, and minimizes the complexities and risks of managing multiple vendors.	*
12	Does the response include installation services?	Yes, our telescopic/retractable, fixed, and portable seating require onsite product installation and assembly service by factory-certified or trained personnel and are included in this proposal. ~ Telescopic/Retractable Seating Systems Hussey Seating Factory Certified ~ Fixed Seating Hussey Seating Educated/Trained ~ Portable Seating Hussey Seating Educated/Trained	*
13	If the answer to Line 12 above is Yes, describe in detail the following elements (Lines 14-16) of installation services.	PER ADDENDUM NO.1 REFERENCE LINES 14-16 BELOW.	

14	How does the Participating Entity select an installer?	The Sourcewell Participating Entity Does Not Select an Installer; our telescopic/retractable, fixed, and portable seating requires onsite product installation and assembly service by factory-certified or educated/trained personnel, which are included in this proposal. Our Exclusive Dealers, Direct Teams, and Hussey Regional Service Teams will leverage their/our in-house Factory-Certified, Educated /Trained installation/assembly teams as included in the proposed pricing. ~ Telescopic/Retractable Seating Systems Hussey Seating Factory Certified ~ Fixed Seating Hussey Seating Educated/Trained ~ Portable Seating Hussey Seating Educated/Trained At Hussey Seating, we take Safety Seriously and live by our Montra "ZERO TODAY" Arrive Safe, Work Safe, Leave Safe. This helps ensure All people are safe and Our Telescopic Seating Systems, Fixed/Portable Seating Solutions are Safe to use and operate when installation is complete. At the same time, we constantly focus on Risk Mitigation and maintenance of our World Class Product Safety Record.
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	Hussey Seating Company has a requirement within our Exclusive Dealer Agreement and developed/executed a formal Hussey University CEU Telescopic Certification Program, which requires all Onsite Lead Installers to hold current certifications to manage the installation team, conduct customer safe operation training, and complete project acceptance/turnover and project warranty registration documentation with the customer for any Hussey Related Telescopic Seating Systems. All Hussey Exclusive Dealers maintain multiple Factory Certified, Educated/Trained Personnel for New, Renovation, and Service Contracts. As well we do the same for our Direct Hussey Teams. All teams are properly licensed and insured for the States where they conduct business by all required laws. At Hussey Seating, we take Safety Seriously and live by our Montra "ZERO TODAY" Arrive Safe, Work Safe, Leave Safe. This helps ensure Our People and Our Telescopic Seating Safety Record and Fixed/Portable Seating Solutions are Safe. At the same time, we constantly focus on Risk Mitigation and maintenance of our World Class Product Safety Record.
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	No, As indicated above, we believe it is in the best interest of Hussey Seating Company, Sourcewell's Members/Agencies, and their guests that our products are installed and assembled by Hussey Factory Certified, Educated and Trained Experts. If we have a customer who pushes for an alternate installation team, we can discuss their requirements of utilizing an alternate Hussey Factory Certified Installer to complete their project if necessary. Our Product Warranty, and Product Liability Insurance, all rely on having products installed, inspected, and serviced by a Factory Certified, Educated/Trained Personnel/installation team.

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

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

Line Item	Category or Type	Offered *	Comments
17	Grandstands, bleachers, angle frame structure, tube and channel structure, I-beam structure, telescopic seating, arena seating, loge seating/suites/club, long span aluminum, bench seating, fixed, portable/tip and roll, fixed or mobile risers, platforms, modular and portable stages;	☒ Yes ☐ No	In Hussey Seating Company's proposal, we are offering the following: Grandstands, bleachers, tube and channel structure, I-beam structure, telescopic seating, arena seating, loge seating/suites/club, bench seating, fixed, portable/tip and roll, fixed or mobile risers, platforms, modular and portable stages.
18	Related event accessories including press boxes, concession stands, ticket booths, media platforms, acoustical shells, stair units, guardrails, skirting, crowd control barriers, bleacher end curtains, access ramps and supports, rigging systems, score keeping tables, seat and row tags, chairs, railings, tables, aisle and/or step lighting, all of which must be incidental or complementary to the offering of the solutions described in Line 17 above;	☒ Yes ☐ No	In Hussey Seating Company's proposal, we are offering the following related event accessories which are incidental or complementary to the offerings of the solutions listed: press boxes, media platforms, stair units, guardrails, skirting, bleacher end curtains, access ramps and supports, score keeping tables, seat and row tags, chairs, railings, tables, aisle and/or step lighting, all of which must be incidental or complementary to the offering of the solutions described in Line 17 above;
19	Related services including pre-construction/design, installation, safety inspections, repair, renovation, refurbishment, assembly, and re-manufacture or retrofit services for the solutions described in Line 17 above; and,	☒ Yes ☐ No	In Hussey Seating Company's proposal, we are offering the following related services: pre-construction/design, installation, safety inspections, repair, renovation, refurbishment, assembly, and re-manufacture or retrofit services and safety evaluations & service contracts.
20	Proposers may also include rental equipment or accessory solutions complementary to the solutions described in Line 17 above.	☐ Yes ☒ No	N/A

Table 3: Pricing Offered

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

Table 4: Pricing and Delivery

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

Line Item	Question	Response *
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22	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Hussey Seating Company is proposing a continuation of our percentage discount off our Sourcewell line-item pricelist and additional volume discounts based on project size by product category for consideration and inclusion in our proposal. To improve efficiency and reduce our environmental impact, Hussey Seating will only offer digital pricelists in PDF or Excel format as requested by Sourcewell and their Members/Agencies as required. Our pricelist will include: The product ordering instruction tab restates the proposed inclusion for each product category: Telescopic/Retractable Seating Product Freight Installation/Assembly and Product Line % Discount Fixed Seating Product Freight Installation/Assembly and Product Line % Discount Portable Seating Product Freight Installation/Assembly and Product Line % Discount The product category tabs will provide the following: Volume Discount Pricing based on Product Category and Project Seat Quantity. Detailed Line-Item Descriptions Unit of Measure List Price Discount % Sourcewell Net Price NEW Sourcewell Quote Worksheet Tab: The project Quote Worksheet tab will provide Sourcewell's Members/Agencies & Hussey Seating Company a straightforward way to collaborate and communicate the project configuration, line-item details, and discounted not to exceed ceiling-based Sourcewell pricing. Specific configurations, volumes, and delivery locations may provide a lower price in specific scenarios than our price sheet. If so, additional savings will be passed along to our customers via an additional discount when that is the case. Hussey Seating also provides insight into leasing opportunities via NCL Government Capital within our Quote Work Sheet. Our proposed NEW Hussey Seating Company Sourcewell Pricelist in Excel format is uploaded for review and consideration: File Name: Hussey Seating Company Sourcewell Contract Price List Effective 4DEC2023	*
23	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Hussey Seating Company's Sourcewell proposal includes installation service in all our product categories, including Telescopic/Retractable Seating Solutions, Fixed Seating Solutions & Portable Seating Solutions. Our Sourcewell list pricing includes detailed line-item options for the following: Non-Union Pricing Delivered & Installed/Assembled and Prevailing Wage/Union Price Delivered & Installed/Assembled Regarding prevailing wage rates, we have completed an analysis and taken a blended approach to simplify the pricing model. We will utilize additional discounts when required to address any specific prevailing wage requirements. All Hussey Exclusive Dealers maintain multiple Factory Certified, Educated/Trained Personnel for New, Renovation, and Service Contracts. As well we do the same for our Direct Hussey Teams. All teams are appropriately licensed and insured for the States where they/we conduct business by all required laws.	
24	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Hussey Seating Company is proposing a continuation of our percentage discount off our successful Sourcewell line-item pricelist and additional volume discounts based on project size by product category for consideration and inclusion in our proposal. Our proposal is submitted with a 40% discount on the Hussey Seating Company Sourcewell Price list for your review and consideration.	*

25	Describe any quantity or volume discounts or rebate programs that you offer.	Hussey Seating Company is proposing a continuation of our volume discount off our successful Sourcewell line-item pricelist by product category for consideration and inclusion in our proposal. Our proposal is submitted with volumes-based discounted line items identified by product category and seating quantities. Telescopic/Retractable Seating Solutions Volume-based Discount Seating Ranges & Line Items 0 – 400 seats 400 – 800 seats 800 – 1200 seats 1200 – 1600 seats 1600 – 2000 seats 2000 – 2400 seats 2400 – 3000+ seats Fixed and Portable Seating Solutions Volume-based Discount Seating Ranges & Line Items 25 - 149 seats 150 - 249 seats 250 - 749 seats 750+ seats	*
26	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Hussey Seating Company proposes to supply a specific quote for any sourced, open market, or non-standard product requested by the Sourcewell Member/Agency, which is project specific and that the products or services are considered an incidental product that is secondary to the primary purchase from the price list and within the scope of the RFP 081523 Event Seating and Staging Solutions with Related Accessories and Services Our quote development process will follow the same guidelines and pricing principles leveraged in developing our submitted Sourcewell proposed price list.	*
27	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Hussey Seating Company is proposing a continuation of our percentage discount off our successful Sourcewell line-item pricelist and additional volume discounts based on project size by product category. The Hussey Seating proposed price list all inclusive of Product, Delivery, and Installation/Assembly; there are no elements of the total cost of acquisition that are NOT included.	*
28	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
29	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Hussey Seating Company proposes to supply a specific freight quote for any products shipping to Alaska, Hawaii, or US Territories. As identified above, we will process these delivery destinations like sourced goods, open market, or non-standard products requested by the Sourcewell Member/Agency. Our quote development process will follow the same guidelines and pricing principles leveraged in developing our submitted Sourcewell proposed price list. To help jump start and sell into the Canadian provinces, Hussey Seating will provide all shipments to Canada utilizing our successful Sourcewell line-item price list.	*
30	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Hussey Seating Company's unique distribution and/or delivery methods or options this proposal offers a focus on large-scale [Major Projects] Direct Sales. Hussey Seating understands the need for professional venues to be actively generating revenue to offset new, repair, or renovation investments. Hussey Seating Company can provide delivery and installation/assembly around your Sourcewell Members/Agencies program schedule, minimizing venue downtime and maximizing their uptime and profitability. This type of service is not required on all projects, yet we find our major league and collegiate sports venues value this benefit and unique offering.	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *
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31	Describe your payment terms and accepted payment methods.	Hussey Seating Company would like to propose extending the payment terms of our current Sourcewell/Hussey Seating contract to any newly awarded contract. Payment on all Hussey Seating Company's or Exclusive Dealers on behalf of Hussey Seating Company invoices shall be executed by the Sourcewell Member/Agency in U.S. dollars within thirty (30) days of the date of each such invoice. Additionally, Hussey Seating reserves the right to negotiate any additional terms and conditions proposed by the Sourcewell Member/Agency.	*
32	Describe any leasing or financing options available for use by educational or governmental entities.	Hussey Seating Company has promoted leasing and financing using the Awarded Sourcewell Contract Holder of NCL Government Capital Contract #011620-NCL for the past five-plus years. We have built a strong relationship with Chris and Katie of NCL and call upon them as required. We promote and discuss leasing via our Government Link on our home page. NCL Government Capital Flexible Municipal Financing Options For over 20 years, NCL Government Capital has specialized in providing competitive equipment financing programs for municipalities and public education entities across the nation. We offer the only competitively bid financing contract awarded by Sourcewell (formerly NJPA), the largest government purchasing cooperative of its kind in the country. We are here for you from start to finish. When it's time to purchase new equipment, you can expect one-on-one service tailored to your project's specific needs. https://www.husseyseating.com/procurement-contracts also, within this page, we provide a direct link back to NCL Government Capital https://nclgovcap.com/ Additionally, we promote leasing via the following: Social Media, Sales Presentations and Collaborative Discussions, Trade Shows & Conferences, Hussey University Dealer & Internal Training, and Integration into our New Sourcewell Quote Worksheet. NCL has also presented the benefit and process of leasing our type of products during our Monthly Hussey Connections Exclusive Dealer Webinar as well they have attended and presented at our National Annual Exclusive Dealer Meeting, Hussey Connect.	*

33	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Hussey Seating Company proposes we continue to provide our successful Sourcewell process of transaction regarding Telescopic/Retractable, Fixed, and Portable Seating Solutions and Services with our Sourcewell Members/Agencies. Our projects/products are "made to order;" each project, and each venue requires a unique solution. The solutions have a unique product configuration and selection of surface material finishes, not represented on standard order forms, due to complexity and configuration rules. We start the transaction with a collaborative discussion between a Hussey Exclusive Dealer or Our Direct Team and the Sourcewell Member/Agency to understand best the customer's desires and needs, we then educate the customer on what is possible, and what are the past, current, and future trends. Once complete this collaborative discussion translates into code-compliant proposal drawings with designer color boards to best communicate the proposed solutions. The proposed product solutions are quoted into our product configurators and provided to our Hussey Exclusive Dealers or Direct Team with an associated Hussey Seating Sourcewell Quote Worksheet. Our Hussey Seating Exclusive Dealers or the Hussey Direct Team provide the Sourcewell Member/Agency a Quote presenting the Sourcewell Contract Pricing and the code-compliant proposal drawings with designer color boards, and the collaborative discussion continues. Typically, the Sourcewell, Member/Agency will sign the PO to start the process and follow up with a formal PO in reference to the Quote with all the proper identification. As indicated prior we are willing to entertain Sourcewell Members/Agencies' specific terms and conditions on project-specific bases. At this time there is still the ability to apply for change orders if required due to field check issues or customers' desire to implement a change, at which time Hussey Seating would issue a change order via our Exclusive Dealer Network or Direct Sales Team based on Sourcewell Contract Pricing. The order continues into submittal which is detailed production drawings for final approval and "made to order" product configuration. The next documentation for the customer will be an invoice for the project upon installation completion and project transfer. During this time the project documentation will include a project sign-off and product/project warranty registration.	*
34	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Hussey Seating Company Direct Sales do not accept Procurement Cards (P-Cards), or Credit Cards represented by one of the major credit cards (Visa, MasterCard, American Express, and Discover) at the time of purchase. Hussey Exclusive Dealers, which also process Sourcewell orders and project payments on this contract, may accept Procurement Cards (P-Cards) represented by one of the major credit cards (Visa, MasterCard, American Express, and Discover) at the time of purchase. This offering may depend on order size, which may be negotiated between Sourcewell Member/Agency and Participating Hussey Seating Exclusive Dealer.	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *
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35	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Hussey Seating Company proposes we maintain our current Self Audit Process for collecting and reporting Awarded Sourcewell Contract Orders, which is as follows: 1. At the time of Our Collaborative Discussion with the Sourcewell Member/Agency, we discuss Sourcewell Contract as an option for the purchase and provide them with their Sourcewell Member Number, historical sales data [Hussey Due Diligence: to show them if they are using the contract] or a link to Hussey Seating or Sourcewell websites to learn more about the opportunity and advantages the Sourcewell Procurement Contract Offers. 2. The Hussey Exclusive Dealer or Direct Project Team will provide the following in our configurator: a. Sourcewell Quote Required in System b. Dealer/Direct Quote to Sourcewell Member MUST INCLUDE the following Pricing Based on Sourcewell Awarded Contract #091719-HSCMember Number c. Dealer/Direct MUST PROVIDE Hussey Seating a copy of the Sourcewell Members Purchase Order to the Dealer/Direct. d. Sourcewell Member Purchase Order MUST INCLUDE the following: Pricing Based on Sourcewell Awarded Contract #091719-HSC [NEW CONTRACT NUMBER] & Member Name Sourcewell Member ID Number e. Dealer/ Direct MUST PROVIDE Hussey Seating a copy of the Sourcewell Dealer Quote to the Customer at the time of Order. FINAL WORKSHEET 3. Once we transfer from Quote to Order, all data within the system allows us to measure the Sourcewell Metrics identified in question #36, which translates into our Quarterly Sales Report to Sourcewell. 4. Nick Hildings's documents and completes Hussey Quarterly Sales Reports with proper administration fees. I review and submit Sourcewell Quarterly Sales Report and complete payment disbursement request by Ron Bilodeau. Rene Hokinson submits the payment to Sourcewell in accordance with the Quarterly Sourcewell Sales Report. Nick Hildings, Accountant II Sourcewell Quarterly Reports e. nhildings@husseyseating.com t. +1.207.676.0213 Ron Bilodeau Marketing Manager of Product Innovation & Sales EDU e. rbilodeau@husseyseating.com t. +1.207.676.0234 Rene Hokinson, Accounts Payable e. rhokinson@husseyseating.com t. +1.207.676.0210 Any related questions to the Quarterly Sourcewell Sales Report shall be directed to Ron Bilodeau identified above.
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36	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Hussey Seating Company proposes we maintain our current Sourcewell Awarded Contract internal metrics for our Hussey exclusive Dealers and Direct Project Team. Current Sourcewell Awarded Contract Metrics All Hussey Seating/Sourcewell metrics are reviewed by Order Date [Date Entered] & Wanted Delivery Date [Date Delivered/Invoiced] Quote Activity Date By Hussey Exclusive Dealer & Salesperson Hussey Direct Project Team & Salesperson By State and Province By Sourcewell Member By Vertical Additional Data Includes ~ # of Seats # of Projects Internal Sourcewell Quote Price Sourcewell Quote Price Internal Sourcewell Quote vs Hussey Quote Activity Order Activity Date By Hussey Exclusive Dealer & Hussey Direct Project Team By State and Province By Hussey Exclusive Dealer & Sales Person Hussey Direct Project Team & Sales Person By State and Province By Sourcewell Member By Vertical Additional Data Includes ~ # of Seats # of Projects Internal Sourcewell Selling Price Sourcewell Selling Price Internal Sourcewell Orders vs Hussey Order Activity We also maintained a monthly cross reference of the above starting in FY 2015 [APR 2014 – MAR 2015] The metrics above allow us to see where we are successful, where we need development, and where additional education with our teams and/or our customers may be beneficial.	*
37	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Hussey Seating Company would like to propose the following options for the Sourcewell administration fee for facilitating, managing, and promoting the Sourcewell Contract if Hussey Seating is awarded another Sourcewell Contract. Option 1: 1.5% Administration Fee Sourcewell Quarterly Sales Report \$0.00 - \$1,000,000 1.25% Administration Fee Sourcewell Quarterly Sales Report \$1,000,001 - \$5,000,000 1% Administration Fee Sourcewell Quarterly Sales Report \$5,000,001+ Option 2: 1% Administration Fee Sourcewell Quarterly Sales Report \$0.00+ [All Reported Sourcewell Sales] Any related questions to the proposed administration fee shall be directed to Ron Bilodeau.	*

Table 7: Company Information and Financial Strength

Line Item	Question	Response *
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38	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Hussey Seating Company A sixth and seventh-generation family-owned business. Founded in 1835, Hussey Seating Company is a world leader in developing and manufacturing public seating solutions for education gymnasiums and auditoriums, stadiums, arenas, performing arts, places of worship, corporate, judicial, and esports venues. Hussey products are in more than seventy-five countries. They are available from more than 120 representative dealerships worldwide, some of whom have offered the company's products for over 54 years. Hussey manufactures globally and employs approximately 300+ people, primarily located at its North Berwick, Maine Corporate Headquarters. In 2022, company sales were over \$140+ million. Culture, Vision, and Values Hussey Seating Company is in the sixth and seventh generation of family ownership. We are a company built on innovation - William Hussey founded the company when he introduced a fundamental improvement to the horse-drawn plow to help his customers, the local farmers, overcome one of their biggest challenges - the rocky soil here in New England. That core concept - understanding our customer's unique challenges and opportunities and developing solutions to meet them - is the key to our success today. But here is our secret: We're not a manufacturing center. We are an innovation center. Today, we make seats for all audience venues, from high school gymnasiums to world-class stadiums, arenas, and convention centers. We have invested in state-of-the-art manufacturing capabilities at our headquarters in North Berwick, Maine, USA, and at our satellite facilities worldwide. We have telescopic/retractable gym bleachers and platforms, fixed and portable auditorium seating, stadium and arena chairs, and portable seating offerings. We pride ourselves on providing safe, most reliable seating products you can buy that deliver exceptional value to our customers through years of demanding use and performance. Our years of experience collaborating with customers like your Sourcewell Members/Agencies sets us apart. This experience taught us that each venue and customer have unique challenges, opportunities, and needs. With thousands of installations and millions of seats behind us, we know that understanding your needs and finding the solution that delivers the most value to you is still the recipe for success. We are ready to stand behind our product for the long haul. At Hussey Seating, we have been doing that for 188+ years and always will. For years, our tagline has been "Your partner for seating solutions," which sums up our approach well. We do our best work for you when we work collaboratively from design through installation, maintenance, and service over the product's life. A true partnership that realizes your vision, delivers value and creates the best possible guest experience. For almost 200 years, our goals have not changed: We are a family business in it for the long run We operate with honesty and integrity We care about and empower the people we work with Global Reach and Locations Hussey has products on every continent; even a science center in Antarctica features Hussey products and has been selling overseas for over 50 years. For a complete listing history visit: https://www.husseyseating.com/about-us/#history
39	What are your company's expectations in the event of an award?	Hussey's corporate expectations of an awarded Sourcewell Contract: Our overall goal, if awarded, is to continue to grow our ability to offer public agencies and non-profits functional products with the latest designs and highest quality. Our ability to listen and understand the customer's needs and desires will continue to be one of our main goals in the relentless drive to make the Customer's experience with Hussey Seating effortless, easy, and hassle-free. With the continued partnership with Sourcewell, we will continue growing our presence within these our core markets. Sourcewell has consistently demonstrated the importance of support to awarded vendors. By sharing and enhancing the same core values, we can continue to grow our Educational and Government accounts by making them aware of the benefits of Sourcewell and Hussey Seating Company. ~ Continue Sourcewell Engagement & Growth with Our Hussey Exclusive Dealer & Direct Sales Teams ~ Continue Internal/External Training regarding Sourcewell Contract Positioning, Value, and Benefit ~ Continue to Position Our Awarded Sourcewell Contract as our Primary Contract for Our Customers

40	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Hussey Seating is financially strong and a fiscally responsible company; in FY23 we achieved two company records, including the most incoming sales and the most customer shipments. Hussey Seating has also attached the following about our financial capabilities: ~ Hussey Seating Company Reference Letter 05.01.23 ~ Surety Letter 05.01.23 ~ Certificate of Insurance To whom it may concern (Aug '23) In addition, our CEO & President; Brian Deveau is also willing to have any follow-up conversions directly with Dr. Chad Coauette, Executive Director & CEO at Sourcewell, once we have a current, fully executed Non-Disclosure Agreement in place. Please note that our financial information would be considered Trade Secret if required and provided.	*
41	What is your US market share for the solutions that you are proposing?	Since Hussey Seating is a privately held, owned, and operated family-owned company, we prefer to keep certain United States market-related information confidential. However, we define our business via the following "Products Categories" and "Core Markets". To be a Hussey Seating Core Market means we must currently maintain a Top position or can attain a Top 3 market share position in a relatively short number of years. Higher Education, K-12, Sports & Entertainment, Places of Worship, and Government markets are all Core Markets. Hussey Seating has an experienced team in place that follows this market share data, to build out specific action plans and we are extremely committed to maintaining and growing those positions. Our industry is comprised of many privately held companies, and market share is difficult to determine compared to many publicly held companies and industries. The following is our best estimate of market share by product line. TELESCOPIC/RETRACTABLE SEATING SOLUTIONS MAXAM 47% MAXAM+ 45% MXP 40% Hussey Seatway 33% FIXED SEATING SOLUTIONS QUATTRO® COLLECTION 33% QUATTRO® TRADITIONAL COLLECTION 33% STADIUM & ARENA SEATING 33% PORTABLE SEATING SOLUTIONS MAXAM 1 95% METRO LOGIX 25% GALLERY 3 LOGIX 30% INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS 60%	*
42	What is your Canadian market share for the solutions that you are proposing?	Since Hussey Seating is a privately held, owned, and operated family-owned company, we prefer to keep certain Canadian market-related information confidential. However, we define our business via the following "Products Categories" and "Core Markets". To be a Hussey Seating Core Market means we must currently maintain a Top position or can attain a Top 3 market share position in a relatively short number of years. Higher Education, K-12, Sports & Entertainment, Places of Worship, and Government markets are all Core Markets. Hussey Seating has an experienced team in place that follows this market share data, to build out specific action plans and we are extremely committed to maintaining and growing those positions. Our industry is comprised of many privately held companies, and market share is difficult to determine compared to many publicly held companies and industries. The following is our best estimate of market share by product line. TELESCOPIC/RETRACTABLE SEATING SOLUTIONS MAXAM 50% MAXAM+ 50% MXP 60% Hussey Seatway 40% FIXED SEATING SOLUTIONS QUATTRO® COLLECTION 33% QUATTRO® TRADITIONAL COLLECTION 33% STADIUM & ARENA SEATING 75% PORTABLE SEATING SOLUTIONS MAXAM 1 95% METRO LOGIX ~% GALLERY 3 LOGIX ~% INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS 70%	*
43	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Hussey Seating Company has never petitioned for bankruptcy protection.	*

44	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Hussey Seating Company is a manufacturing and service provider of innovative seating solutions, for the life of the products. Hussey Seating Company operates with multiple experienced sales channels depending on the market, product lines, and services offered in the North American [US, Mexico & Canadian] marketplace. Hussey Seating Direct Sales Team Hussey Seating Employees Our direct sales team players are focused on the [IAVM] International Association of Venue Managers members who run the Global Sports and Entertainment facilities from stadiums, arenas, convention centers, fairgrounds, and performing arts facilities. We employ a team of 25 direct people to work with this market segment from concept to reality for the like of the product. Hussey Seating Exclusive Dealer Network Independent Businesses We have dedicated Dealer Sales Managers, employees of Hussey Seating Company who work directly with our independent exclusive dealer network. Our exclusive dealer network has specified territories and provides local expert contact for every community in the North American marketplace. Our exclusive dealer network plays a vital role with our customer base by being part of their local community in their respective time zones/territories. It provides a real-time resource daily for the life cycle management of their projects and products. They are our local experts! Hussey Seating Regional Service Centers Direct & Independent Businesses Hussey Seating Regional Service Centers are direct [New England States] & [IAVM Members identified above] and Exclusive Regional Service Centers. Our Exclusive Regional Service Centers network plays the same important role as the Exclusive Dealers & Direct Sales Teams. We achieved this by being part of their local community, in each of their respective time zones, providing real-time inspections, service, and maintenance of their facilities every day for the life cycle management of their products to help ensure the performance of the systems, patron, and employee safety for the life of the products. Hussey Seating Regional Service Centers provide service on all brand products in the marketplace. Our sales channels can provide Sourcewell Members/Agencies direct access to our awarded contract and will continue to do the same on any future awarded contracts. Our dealer network contact details https://www.husseyseating.com/find-a-dealer/
45	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Hussey Seating Company has not been subject to any suspension or disbarment in the past ten years or ever.

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
46	Describe any relevant industry awards or recognition that your company has received in the past five years.	2023 Hussey Seating Selected as a 2022 Best Place to Work in Maine North Berwick, Maine - Hussey Seating Company, was recently named one of the 2020 Best Places to Work in Maine. The awards program was created in 2006 and is a Society for Human Resource Management - Maine State Council (MESHRM) and Best Companies Group project. "We are excited to earn the designation but find the real value in this survey is to understand our employee's needs better. We have learned a great deal about what we're doing well and where we need to improve," said Rich Hussey, Vice President of Human Resources at Hussey Seating. President and CEO of Hussey Seating, Gary Merrill, continued with, "We will continue to work diligently to improve the Hussey Seating employee experience and plan to improve upon/expand the changes made this year, but for one am glad that the rest of the state can see what see every day; that Hussey Seating is one of the best places to work in Maine." This statewide survey and awards program was designed to identify, recognize and honor Maine's best places of employment to benefit the state's economy, workforce, and businesses. The 2019 Best Places to Work in Maine list is made up of 100 companies in three size categories: small (15-49 U.S. employees), medium (50-249 U.S. employees), and large (250+ U.S. employees). 2023 The Timothy B. Hussey Leadership Institute Changing Business & Communities for the Better [Sixth Year] https://usm.maine.edu/career-employment-hub/hussey-leadership-institute/ The Timothy B. Hussey Leadership Institute celebrates the extraordinary legacy of one of Maine's most esteemed business and community leaders. Tim Hussey's commitment to the principles of servant leadership helped shape the southern Maine community over his two decades as president and CEO of Hussey Seating Company, a 188-year-old family business. Tim demonstrated that leading with humility, integrity, and respect for others not only matters; it can lead to

extraordinary results. Over 40 years, Tim helped Hussey Seating grow and thrive while supporting numerous organizations and causes in his community. He lived his vision of leadership every day.

Honoring Tim Hussey's Legacy

Tim died prematurely in June 2016 after battling a rare form of cancer. He desired that the next generation of business and community leaders have the opportunity to consider the importance - indeed the imperative - of doing well and doing good. He envisioned an institute that would engage, educate and empower Maine leaders to "change the world" by conducting business in a values-driven way and good for the community. In March 2018, the University of Southern Maine Foundation collaborated with the Hussey-Landry family to realize this vision with the highly successful inaugural Timothy B. Hussey Leadership Institute.

The How & Why of Values-Driven Business

Going forward, the Timothy B. Hussey Institute will serve as a convener of business and community leaders in Maine, who will come together annually on USM's Portland campus for a day-long conversation on how to build and maintain a values-driven business. The institute will offer workshops, panel discussion, networking events and keynote addresses by renowned thought leaders.

The Timothy B. Hussey Leadership Institute will engage, educate and empower a new generation of Maine business leaders to change the world by doing well and doing good. <https://usm.maine.edu/foundation/husseyinstitute>

2022

Hussey Seating's Ron Bilodeau received the Sourcewell Pioneer Award
Ron Bilodeau as the recipient of our Sourcewell Pioneer Award at H2O 2022! This award is presented to our awarded suppliers who demonstrate commitment, persistence, and influence to Sourcewell and Cooperative Purchasing efforts. We truly appreciate your leadership!

2021

Hussey Seating Selected as a 2020 Best Place to Work in Maine
North Berwick, Maine - Hussey Seating Company was recently named one of Maine's 2020 Best Places to Work. The awards program was created in 2006 and is a Society for Human Resource Management - Maine State Council (MESHRM) and Best Companies Group project.

"We are excited to earn the designation but find the real value in this survey is to understand our employee's needs better. We have learned a great deal about what we're doing well on and where we need to improve," said Rich Hussey, Director of Human Resources at Hussey Seating.

President and CEO of Hussey Seating, Gary Merrill, continued with, "We will continue to work diligently to improve the Hussey Seating employee experience and plan to improve upon/expand the changes made this year, but for one am glad that the rest of the state can see what we see every day; that Hussey Seating is one of the best places to work in Maine."

This statewide survey and awards program was designed to identify, recognize and honor Maine's best places of employment to benefit the state's economy, workforce, and businesses. The 2020 Best Places to Work in Maine list is made up of 100 companies in three size categories: small (15-49 U.S. employees), medium (50-249 U.S. employees) and large (250+ U.S. employees).

2020

Hussey Seating Selected as a 2019 Best Place to Work in Maine
North Berwick, Maine - Hussey Seating Company, was recently named as one of the 2019 Best Places to Work in Maine. The awards program was created in 2006 and is a Society for Human Resource Management - Maine State Council (MESHRM) and Best Companies Group project.

"We are excited to earn the designation but find the real value in this survey is to understand our employee's needs better. We have learned a great deal about what we're doing well and where we need to improve," said Cindy Talbot, Director of Human Resources at Hussey Seating.

President and CEO of Hussey Seating, Gary Merrill, continued with, "We will continue to work diligently to improve the Hussey Seating employee experience and plan to improve upon/expand the changes made this year, but for one am glad that the rest of the state can see what we see every day; that Hussey Seating is one of the best places to work in Maine."

This statewide survey and awards program was designed to identify, recognize and honor Maine's best places of employment to benefit the state's economy, workforce and businesses. The 2019 Best Places to Work in Maine list is made up of 100 companies in three size categories: small (15-49 U.S. employees), medium (50-249 U.S. employees) and large (250+ U.S. employees).

2018 – 2023

Hussey Seating Continued Participation with the local community Southern Maine Chapter American Red Cross BOD Gary Merrill - Chair

<http://www.redcross.org/me/about-us/leadership>

		2018 – 2023 Hussey Seating Company and Rolling Thunder continue POW/MIA Chair of Honor Program https://www.indeonline.com/news/20190613/pow-mia-chair-to-stay-empty-at-tiger-stadium 2018 – 2023 America's Oldest Family Companies - #43 1835 Hussey Corporation Hussey family Seat mfg./North Berwick, Maine Employees: 300+ www.husseyseating.com The family arrived in New England from England in 1632; moved to Maine in the 1770s. The company was founded as a plow manufacturer by William Hussey in 1835. Survived fire 1895; got into seating 1930s. Now makes seats for auditoriums, sports arenas, etc. Sixth/Seventh-generation ownership, privately held. www.cojoweb.com/ref-companies-Am-oldest.html	
47	What percentage of your sales are to the governmental sector in the past three years?	Hussey Seating's percentage of sales in the government sector over the past three years is between 10% and 25%. Hussey Seating's product offerings allow State and Local governments to choose functional and quality products without sacrificing the most current styles and collaborative trends. Hussey Seating experiences sales growth in the Government sector each year.	*
48	What percentage of your sales are to the education sector in the past three years?	Hussey Seating's percentage of sales in the educational sector over the past three years is between 65% and 80%. Hussey Seating proudly innovates unique seating solutions that support vital venue needs, desires, and much more. Supporting the development of world-class learning environments has been – and always will be – at the core of Hussey Seating Company and our Exclusive Dealer & Direct Teams. It's what we do best. Hussey Seating has experienced growth in sales within the educational sector each year. Hussey's education markets are critical to our vertical market strategy. The combined sales are ranked 1 in are markets, year after year.	*
49	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Hussey Seating holds cooperative purchasing agreements with Sourcewell and a State Contract with the State of MS. We have had three States adopt the Sourcewell cooperative [LA, UT, WV] for Hussey Seating as their lead-state contract —annual Sales per GPO and State contracts. Sourcewell is our primary contract and strategy for direct and dealer contract sales. We average \$500,000 - \$1,000,000 on the MS State contract.	*
50	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 9: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of San Antonio	Government	Texas - TX	13000 Metro Seats on MXP Telescopic/Retractable Seating Platforms	~\$11,000,000	~\$11,000,000	*
City of Worcester	Government	Massachusetts - MA	12000 Chairs, a blend of Metro, Fusion and Quattro on MXP Telescopic/Retractable Platforms	~\$6,400,000	~\$6,400,000	*
Michigan City Area Schools	Education	Indiana - IN	6148 CourtSide Seats on MAXAM Telescopic/Retractable Bleacher Seating	~\$1,721,324	~\$1,721,324	*
City of Glen Allen	Government	Virginia - VA	5166 Metro Chairs on MAXAM+ Telescopic/Retractable Platforms	~\$2,249,500	~\$2,249,500	*
South Dakota State University	Education	South Dakota - SD	Quattro Chairs Fixed and Telescopic on MXP Telescopic/Retractable Platforms	~2,200,000	~2,200,000	*

Table 10: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Northwest Mississippi Community College Office of Purchasing	RUTH DUNLAP	(662) 562-3202	*
Leake County School District	Belinda Atkinson	(601) 267-8002	*
Hinds City School District	Dru Anderson	601-968-6534	*

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
53	Sales force.	Hussey Seating has broken out the numbers below. National Support and Service: - 3 Showrooms – two of which are international - 3 Divisions Hussey Seating, Hussey Advantage & Hussey Seatway - 4 Manufacturing Locations – two of which are international Field Sales Force: - 20 Direct Sales Representatives / Sales Engineers / Project Managers - 5 Regional Dealer Sales Managers - Full Exclusive Dealer Coverage in US [50 States] and All Canadian Provinces - 38 Independent US Exclusive Dealer Organizations [130+ Sales Representatives] - 5 Independent Exclusive Dealer Organizations [30+ Sales Representatives] Corporate Support and Service: - 5 staff - Market Development Analysts The Market Development area aims to generate thousands of "qualified" project opportunities. These projects must be "new/unique",not already registered in our CRM. - 20 staff – DST's [Dealer Support Teams] Hussey Seating has dedicated Dealer Support Teams, which work with pre-defined Exclusive Dealers areas within a specific region to support customers, clients, and sales representatives. This area includes actively marketing and educating Hussey Seating product offerings and innovative design solutions collaborations throughout their designated region. - 5 staff – IPS [Internal Project Specialist] When an Exclusive Dealer or Sourcewell Member/Agency customer calls the Hussey Seating customer service department, a Hussey Seating's IPS member is committed to providing customers with the most timely and accurate communication possible within a reasonable response timeframe. IPS Members are assigned to support and handle all aspects of daily project coordination. The primary team contacts are based on expertise. IPS Team Manager provides additional support in coordinating an account's specific need, including the designation of resources and project coordination logistics.	*

54	Service force.	Hussey Seating Regional Service Centers are both direct [New England States [6 Full-Time Employees] & [AVM National Service [6 Full-Time Employees] and Exclusive Regional Service Centers, which are independently family-owned and operated local businesses. As with our exclusive dealer network, we provide full coverage in all 50 states, US Territories, and the Canadian provinces to best support our customer base for our complete product and service portfolio. Our Exclusive Regional Service Centers network plays the same important role in supporting our customer base. We achieve success by being part of their local community support in each of their respective time zones, providing real-time inspections, service, and maintenance of their facilities every day for the life cycle management of their products to help ensure the performance of the systems, patron, and employee safety for the life of the products. Hussey Seating Regional Service Centers provide service on all brand products in our marketplace to help simplify customers' ability to service and maintain their products and get the most out of their investments. "Division of Hussey Seating – Corporate & Regional Service Centers 10 Staff - Installation Management Services (Corporate Services): The Corporate Services team comprises customer-focused Project Managers, Installation Supervisors, and Certified Installers. Regionally based service teams are available for quick response. These Team Members are factory-trained certified and specialize in installing, maintaining, and repairing all of Hussey's products. - 6 Staff - Regional Managers [5 DSM's + 1 National Service Manager] - 50+ Staff – Installation Supervisors [Direct & Exclusive Regional Service Centers] - 5 Staff - Project Managers Direct - 200+ – Certified Installers throughout the country"
55	Dealer network or other distribution methods.	Hussey Seating Company is organized to manage our Sourcewell Members Agency by their desired method of purchasing. If the member agency selects to purchase directly from a local Hussey Exclusive or Open Line Dealer Representative, we provide the following support to facilitate the desired purchasing process. Hussey Seating has Exclusive Dealers providing local coverage in all North American and US territories. Our dealers are part of the local communities and understand the goals and desires of their customers. Also, by being local, they can best provide guidance, education, and real-time support during and after purchasing a product or service. Our dealers are committed to ensuring every one of their/our customer's facilities is always event-ready when required, that is where local support and service play a role in meeting and exceeding customers' expectations. The Hussey Seating Exclusive Dealer Network provides full coverage in all 50 states, US Territories, and the Canadian provinces to best support our customer base for our complete product and service portfolio. Our exclusive dealers are independent family-owned and operated businesses, and some have been partners with Hussey for over 54 years. Our dealers are supported by our Dealer Sales Managers [5 Full Time Hussey Employees] and Dealer Support Teams [20 Full Time Hussey Employees] which provide continued education on sales and order process, systems and product design guidance, samples, proposal drawings, code interpretations and project management for each project, for the life of the seating systems. See our complete authorized dealer network at the following https://www.husseyseating.com/find-a-dealer

56	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	The Hussey Seating Company Order Process for Sourcewell Members/Agencies 1. Once we have an active Sourcewell Member/Agency lead from; Sourcewell, Hussey Seating Digital marketing, or Hussey Seating Exclusive Dealers or Regional Service Centers, we start the process. 2. We complete some due diligence on the potential customer's knowledge of Sourcewell. Do they have an existing account? What is their Member Number? What has their purchase activity been? Then, we schedule our Design Collaboration Discussion to learn what the customer has needs and desires. These meetings can be face-to-face or via online tools like Zoom or MS Teams to expedite the process and enhance communication/relationship building. We also use this time to share our discovery during the due diligence phase mentioned above. 3. We Listen. We Share. We Educate. We Collaborate on the possibilities vs. the Need/Desire Matrix developed. Once we have a desired direction, the Dealer or Direct teams will work with our internal experts [Dealer Support Teams or Direct Project Development Teams] on the proposal development, including drawings, quotes, and surface materials, as required. 4. We share our innovative seating solutions to meet or exceed their needs and desires. We seek clarity and understanding of the proposed solutions, followed by a contract pricing review and requirements. 5. We also discuss leasing NCL opportunities at this phase of the discussion to provide additional purchasing solutions to help expedite the project delivery timeline and affect their budgets. 6. Once we have agreed upon solutions, our Dealers or Direct Teams validate that we have all the proper documentation on POs regarding Members/Agencies' Request, Member Numbers, and Desire to leverage our Sourcewell Awarded Contracts; this information is required for all quotes and order data processing. The Sourcewell Details are part of our Clean Order Entry Process, measured from External Sales to Internal Sales and Internal Sales to Formal Sourcewell Reporting. If the data does not exist, the project can only be entered into our systems once the data is complete/clean. 7. Once the Order is entered into our systems with a defined wanted/delivery date, we start the formal process of completing submittal drawings for final field check and approval of layout and color selections. This process is completed collaboratively between Hussey Seating Company and the chosen line of Sales [Exclusive Dealer Network, Direct Project Development Team, or Regional Service Centers.] If the project is of large scope, Hussey Seating Company will assign a Project Manager and Direct Team to Manage the process through completion; if it is small to mid-size in scope, our Exclusive Dealers will Manage Accordingly with their Project Managers and local teams. 8. Once the project is ready for shipment Hussey Seating and the chosen sales channel manage the shipping to the project site, coordination, and completion of the installation /assembly of the products to ensure a complete and safe installation of the seating solutions. 9. Once the installation is complete, the Chosen sales channel will complete onsite training with the installation lead and the Sourcewell Member/Agency during the project's close-out and transfer of ownership. The Certified Installation Lead will also complete the project registration to activate the warranty during this time. 10. The chosen sales channel will maintain a relationship with the Sourcewell Member/Agency to actively manage the required annual ICC 300 code-mandated inspection of telescopic/retractable seating and regular scheduled inspection, maintenance, and service to enhance the product life cycle and return on investment for the local community.
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57	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	The Hussey Seating Company Relationships with Our Hussey Exclusive Dealers and Regional Service Centers is a modified, good old fashion handshake in the modern world. Our philosophy is simple; we look to align with the best independent dealers who desire to be Exclusive Dealers for Hussey Seating in Exclusive Markets/Territories in the industry and markets we serve while providing world-class customer service and support. We have Exclusive Dealerships that have been partners with Hussey Seating Company for over 55 years and counting. Being a dealer with Hussey Seating Company requires commitment and desire to be the best for our customers. We require our dealers to complete Hussey University and continue their education year after year to be successful leaders in our market segments. Our relationships with our Exclusive Dealers extend into our Certified Installation Teams and Regional Service Centers so we can best educate and service our customers and provide an innovative seating solution that will perform over the life of the product safely.
58	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	As stated above in Question #56. 9. Once the installation is complete, the Chosen sales channel will complete onsite training with the installation lead and the Sourcewell Member/Agency during the project's close-out and transfer of ownership. The Certified Installation Lead will also complete the project registration to activate the warranty. 10. The chosen sales channel will maintain a relationship with the Sourcewell Member/Agency to actively manage the required annual ICC 300 code-mandated inspection of telescopic/retractable seating and regular scheduled inspection, maintenance, and service to enhance the product life cycle and return on investment for the local community. Our customer goal is simple, and we want our customers to be Event Ready, On Time, Every Time. This is where our local Exclusive Dealer Network and Regional Service Centers bring the customer a high level of value. We can respond when required by being part of the community and having Certified Installation Teams on the Road. If you are prepping for a weekend tourney and need last-minute assistance to overcome an issue, you place a call or send an email or text; we will have a team there to make you Event Ready, On Time, Every Time, or work with you via phone or video conferencing to achieve a successful event. We are looking to create a customer for life, and we do this through partnerships with our dealers, regional service centers, and our customers.
59	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Hussey Seating Company will continue fully serving all geographical areas of the United States with a newly Awarded Sourcewell Contract, as we currently successfully offer under today's existing contract, with year-after-year continued growth.
60	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Hussey Seating Company will continue fully serving all geographical areas of Canada via a newly Awarded Sourcewell Contract and working Partnership with Canoe as we currently offer and educate our potential customers on what is possible with procurement contracts.
61	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Hussey Seating Company will continue to fully service all member/agency sectors (i.e., government, education, nonprofit) of the United States and Canada via a Sourcewell contract as we currently offer under today's existing contract.
62	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A
63	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A
64	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As outlines in question #29, Hussey Seating Company proposes to supply a specific freight quote for any products shipping to Alaska, Hawaii, or US Territories. As identified above, we will process these delivery destinations like sourced goods, open market, or non-standard products requested by the Sourcewell Member/Agency. Our quote development process will follow the same guidelines and pricing principles leveraged in developing our submitted Sourcewell proposed price list. No other restriction or requirements would apply.

Table 12: Marketing Plan

Line Item	Question	Response *
65	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Hussey Seating would continue to proceed with our successful marketing of Our Sourcewell Contract We will continue to market Sourcewell as a primary National contract source to purchase Hussey Seating and products and services. We have been focused on the following to build our current contract successes and plan on the following enhancements to help grow additional contract sales. Current Strategy Marketing Awarded Sourcewell Contract ~ Sourcewell Awarded Contract on I https://www.husseyseating.com/ ~ Sourcewell Awarded Contract Positioning on I https://www.husseyseating.com/procurement-contracts ~ Added promotion of NCL Leasing alongside Sourcewell on I https://www.husseyseating.com/procurement-contracts ~ Email signatures with Sourcewell Logo on all communications ~ Trade Show & Conference Banners and Advertisements ~ Sourcewell Brochure Labels & Digital Branding ~ Sourcewell Education I Produce and execute Hussey University Spring, Fall, and Winter Semesters at Corporate Headquarters with integrated Sourcewell Training for Dealers and Internal Sales Teams ~ Sourcewell Education I Hussey Connections or Hussey DirectConnect Annual Dealer Meetings I with integrated Sourcewell Training for Dealers and Dealer Principles ~ Sourcewell Education I Leverage two created Sourcewell Presentations for HusseyConnection Webinar Series and Hussey University EDU programs ~ Promote every Sourcewell Training opportunity shared with the Sourcewell team for Exclusive Dealer Network and Regional Service Centers participation ~ Attend Annual Sourcewell Vendor Meeting for Networking and Education of Procurement Contract Best Practices ~ Provide Sourcewell Pricing on Projects requested by Dealers or Direct Customers ~ Provide Sourcewell Pricing on All Potential Sourcewell Members/Agencies working with our teams ~ Use Sourcewell Reporting Capabilities on an need basis to help position potential opportunities ~ Position training via our internal enews monthly new letter and Hussey Connections Webinar Series I Dealer and Internal Employees ~ Positioning of Leasing Capabilities on Sourcewell Members/Agencies Quotes Enhanced Marketing Strategy ~ Continue with items listed above and add the following enhancements ~ Leverage historical Sourcewell Sales Successes by State and Member Agencies with a structured systematical approach to provide more consumer insight on the possibilities to purchase our portfolio of products via the Sourcewell Contract. ~ Educate the dealer network and internal sales teams on proactive positioning of past contract successes ~ Enhance website Sourcewell visibility via our Find a Dealer Widget "Earlier Introduction to Our Primary Procurement Contract Option." ~ Request and Provide MORE Sourcewell Banners, Flags & Brochure Labels for Exclusive Hussey Dealer Network use at Trade Shows and Conferences ~ Investigate the opportunity to join Sourcewell Vendor Advisory Team / Committee ~ Work with dealer network on the integration of Awarded Sourcewell contract via the branding on each of their corporate websites and direct link back to https://www.sourcewell-mn.gov/ ~ Implement a new pricing process where any project with potential procurement purchasing capabilities is quoted as a Sourcewell contract price to keep opportunity in front of the exclusive dealer network on every project. ~ Provide budget pricing process for exclusive dealer network, which includes Sourcewell pricing at the start of the process. ~ Proactively Position Leasing Capabilities from https://www.sourcewell-mn.gov/cooperative-purchasing/011620-NCL ~ Monitor, Measure and Continue to Educate Hussey Exclusive Dealer on Sourcewell Successes and Best Practices vs Lower Performing Dealers and Territories
66	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We leverage all social channels and our website to generate, collect and target sales opportunities via our current Awarded Sourcewell Procurement Contract. We are continuing to grow our digital presence and have two direct Marketing Team Members focused on increase performance, reach and relationship building via the following: X, Facebook, YouTube, Instagram, Threads, TikTok, LinkedIn and our digital presence on our website and the common channels of our entire Exclusive Dealer Network. We flow our digital contacts and connections directly into our CRM for dealer distribution or direct follow up from our Team in north Berwick.

67	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	At Hussey Seating Company we see Sourcewell's role as continuing to market and educate the public on the advantage or procurement contracts with "Best Value" products vs. "Low Bid" products; this is an opportunity in the marketplace and is one of the biggest differenced with state contracts and Advantages with Sourcewell. I want to continue and see Sourcewell leverage industry relationships with partners like AASA, CANOE and other procurement cooperatives as a potential new vehicle for additional customer reach. Sourcewell should continue to educate its vendors and advisory committee on current trends and direction of procurements "Best Practices." I would like to see more communications and real-time insights/forum with vendors throughout the year Sourcewell marketing tools and reporting capabilities are powerful tools for its vendors and members alike. There is an opportunity to better educate the vendors within the Sourcewell family of contracts regarding Contract Adoption, Piggy Backing, etc. There would also be great value in more Sourcewell Case Studies from an Agency Member's and vendors' viewpoints. It would be interesting to see Sourcewell produce a monthly podcast or stream with topics from the CPO's, What's Important. What's Not.	*
68	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the nature of our custom configuration/turn-key products offered by Hussey Seating Company, they are not made available through e-procurement channels. There may be a future opportunity to secure segments of our pre-configured code-compliant product line via this method or as our product configurators advance with technology in the coming years. To date, Sourcewell Members/Agencies need more touch points for collaboration and education than this method provides for our type of innovative seating solution. Currently, we are listed on Buy Sourcewell as a landing page. Yet, we are leaning toward the future, with internal discussions and thought leadership on what is and will be possible in e-procurement with our innovative seating solutions and unique configurations on every project.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
69	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At Hussey Seating Company safe operation and performance of our seating systems are a primary focus for every facility we provide seating and or inspection, service, and maintenance programs. Upon completion of the scoped work, we will conduct onsite training for the facility staff, owner, and all key stakeholders. This training covers proper operational procedures, safety precautions, and processes to follow during the set and strike of seating solutions. This training also identifies adequate inspection and maintenance protocol based on current building code requirements. This training is offered as a standard feature at no additional charge to the customer. We also provide an Owners and Operation Manual and a complete video library of proper operation videos for future staff training and education. The lead installer or project manager will complete this training at the turnover meeting or scheduled training event.	*

70	Describe any technological advances that your proposed products or services offer.	At Hussey Seating Company, our telescopic seating systems provide the following technological advances in the marketplace: 1. Low Voltage Power - This system eliminates the potential of a line voltage electrical shock to the operator when operating with damaged pendant control or Venue Guests when using the seating systems. The system is designed on 24 volts. 2. Wireless Controller - Wireless controller has an RFID tag, and the seating system has an RFID reader to activate the wireless controller. Making the system safe and convenient for ease of operation. 3. Flex-Row Locking Systems - Flex-Rows accommodate ADA seating areas for patrons in wheelchairs and their companions. The flexible seating solutions are quick and easy to operate, allowing the seating configuration to lock in the open or closed positions. The feature allows for a quick set and strike of the seating system. 4. Sure-Step - This is a hinged front step with integral wheels. The hinged solution provides easy operation for the facility staff to minimize the potential for trip and fall accidents. Also, if the facility has ample floor space, the front steps can remain in the down or use position while the seating system is operated, reducing set-p and strike labor. 5. Auto-Rotating Aisle Rails - This simple integrated technological advance is the most important as it ensures the center aisle handrail is always centered and in the proper position when the system is in use, helping with spectator safety and reducing the chance of trip and fall incidents. 6. NEW Dimmable Aisle Light Solutions, Full Stair Width on Leading Edge of Telescopic Nose At Hussey Seating Company, our fixed seating systems provide the following technological advances in the marketplace: 1. NEW Integration of USB Type A and Type C Power Ports for device charging. 2. NEW Dimmable Aisle Light Solutions
71	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	Using recycled materials is the most significant "green" impact on our products. The bulk of our products are comprised of steel, cast aluminum, polymer, and wood. Steel 33% recycled content. Aluminum has 75% recycled content. Polymer is 8% max recycled content. Wood "FSC Certified when specified, and 100% "Non-Controlled or Endangered" Species 100% of materials used in our products are recyclable at the time of product deconstruction. We have converted to low-energy LED Lighting, Energy Efficient Motors on our presses, and Air Systems in our manufacturing facilities. Our long-term goal is "Zero Landfill", we recycle 100% of our minimal manufacturing waste, which includes steel tube drops, sheet steel drops, polymer seconds, and wood pallets are reconstructed to extend their life in the logistics channel. Throughout our office and production facilities, we practice paper, cardboard and aluminum can recycling to reduce our footprint in landfills. This can also be seen in our use of hand dryers and water dispensers in our restrooms and break areas. Another step we have taken for many years is using powder-based paint versus wet paint to coat our aluminum and steel products. This application dramatically reduces the amount of VOC's released in the atmosphere, creating a healthier environment for our team members and the surrounding community. We have also recently signed on to harness solar power to help power our facilities along with natural gas. 100% of our remaining solid waste is transferred to a waste to energy plant locally to assist in powering a local University in New Hampshire

72	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	At Hussey Seating Company, our products help promote health and quality of life by leveraging low-emitted materials to minimize the effect on indoor air quality with a focus on the education environment. The main focus is low VOC using Powder Coat finished and Adhesives with Non-Added Urea-formaldehyde.
73	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Hussey Seating Company is the only North American seating supplier who offers telescopic/retractable and fixed seating products which comply with FSC Forest Stewardship Certification. https://search.fsc.org/en/certificate/a0240000007RRp0AAG/ This is currently the third-party certification we hold for our products.
74	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	Hussey Seating Company does not meet the Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran-owned business certifications yet we have the following dealerships and installation companies in our partnerships in compliance. Exclusive Hussey Dealership T.J. Distributors State VA Status SWaM (Small, Women-owned, and Minority-owned Business) Certified 653623 Exclusive Hussey Dealership T.J. Distributors State MD Status SBR (Small Business Reserve) Certified SB12-7859 Exclusive Hussey Dealership C.M. Eichenlaub State PA Status WBE (Women's Business Enterprise) Certified WBE 1801415 Exclusive Hussey Dealership C.M. Eichenlaub State PA Status WBE (Women's Business Enterprise) Certified WBE 1801415 Exclusive Hussey Dealership School & Office Products of Arkansas State AR Status Veteran's Owned Business U.S. Navy Corpsman 1967 – 1971 Exclusive Hussey Dealership School & Office Products of Oklahoma State OK Status Veteran's Owned Business U.S. Navy Corpsman 1967 - 1971 Exclusive Hussey Dealership Nickerson Corporation NC State NY Status WBE (Women's Business Enterprise) Certified 55916 Exclusive Hussey Dealership Nickerson New Jersey NC State NJ Status SBE (Small Business Enterprise) Certified A0070-16 Exclusive Hussey Dealership Southeastern Surfaces and Equipment State FL Status WBE (Women's Business Enterprise) Certified 2023 Certified Installer Harriott Contracting LLC State MD Status MBE (Minority Business Enterprise) Certified 08-114

75	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Hussey's Seatings unique attributes are based upon our long, proud 188-year history of the company. We are in business for the long haul [which means we are looking to transfer the company to the 7th generation] and must treat our customers as they deserve. That means we are in the business of building long-term relationships and creating customers for life. We do this by collaboratively working with our customers, educating them on their options, and exceeding their expectations with product features, project management, installation professionalism, product aesthetics, performance, and value and Service. Then we back it with the best product warranties in our industry. We are providing our customers and Sourcewell Members/Agencies a sound peace of mind, simplifying the purchasing process, so they can enhance their venues and guest experiences. Another unique attribute of Hussey Seating Company is the longevity of our employees/team members and the experience we bring to the marketplace. 24% of our team has been in the innovative seating solutions business for 25 – 44 years, along with the rest of the team, which calculates into thousands of years of experience in our chosen markets, providing innovative seating solutions. Hussey Seating also has over 40 licensed engineers on our team, ensuring our products are designed to the highest standards in the industry. To help support this, we have completed ICC-300 Evaluations Service Report, independently validating that our Telescopic/Retractable Seating product meets or exceeds the stated structural requirements. Currently, Hussey Seating is the only company that can make this claim. The report can be located here, as well as in the upload section of this RFP https://icc-es.org/report-listing/esr-5033/ Hussey Seating has also completed EN 1090 standard European Norm 1090 Certification (EN 1090 Certification) EN 1090 is a set of harmonized European standards regulating the fabrication and assembly of steel and aluminum structures. Effective as of July 2014, EN 1090 replaces various national regulations such as DIN 18800-7 and DIN V 4113-3 in Germany. There are three sections within EN 1090: EN 1090-1: Requirements for conformity assessment for structural components (CE marking) EN 1090-2: Technical requirements for the execution of steel structures EN 1090-3: Technical requirements for the execution of aluminum structures. Since July 2014 all manufacturers must be certified to EN 1090 by an accredited body – also known as a notified body – and only structural steel and aluminum components with the corresponding CE marking may be sold in or supplied into Europe. Hussey Seating products have met the standards set forth by the European Norm standards for 1090. The certificate can be located in the upload section of this RFP Hussey Seating has also completed AWS and CWB certification for our manufacturing facilities and robotic and manual welders to ensure the safe manufacturing of our seating systems. The certificate can be located in the upload section of this RFP
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Table 14: Warranty

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

Line Item	Question	Response *
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76	Do your warranties cover all products, parts, and labor?	Yes, at Hussey Seating Company we have standard product warranties which exceed industry standards as well as offer one-year product warranties to meet any project specifications which may be in the project specification by other suppliers. Excerpt from our Telescopic Limited Commercial Product Warranty Standard Telescopic Equipment Hussey Seating Company provides the following limited warranty to the owner of the facility in which Hussey Seating Products were purchased and installed. The warranty period begins on the date of installation completion, continues for the applicable time period set forth below, and is strictly governed by and subject to the terms and conditions set forth below. WARRANTY: In the event there is a defect in the material, in the installation (in the event installation is completed by Hussey Seating), and/or in the workmanship of the Hussey Seating Product (or component part thereof) which causes failure of the product within the applicable time period and provided notification of this defect is given to Hussey Seating in writing at the address set forth below prior to the expiration of the applicable time period; Hussey Seating, in its sole discretion, will either repair or replace the defective product (or defective component part thereof) with a comparable product (or component part thereof), or will provide a refund of the purchase price of the defective product (or defective component part thereof) prorated over the warranty period. In the event of repair or replacement, the warranty includes labor, materials, and freight for the first five years of the warranty and materials and freight only thereafter. All other costs are excluded. The fulfillment of the warranty (including investigation, timing of response, labor, and manner of shipment) is under the exclusive and unfettered control and discretion of Hussey Seating. All Standard Product warranties can be located at this location and on the product file uploaded with this proposal https://www.husseyseating.com/warranties/	*
77	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, here are the standard exclusions to the warranty. EXCLUSIONS AND CONDITIONS: This warranty excludes and does not apply to: ~ Normal wear and tear, abuse, neglect, vandalism, or misuse of Product all as determined by Hussey Seating in its sole discretion. ~ Casualty loss or other Acts of God. ~ Product altered or modified by the user. ~ User attached accessories. ~ Consumable Products; light bulbs, lamps, ballasts, etc.. ~ Products not installed by Hussey Seating Approved Installers. ~ Applied Graphic Solutions. ~ Products not properly maintained in accordance with Hussey Seating Operating & Maintenance Procedures & Inspections. ~ Nonstandard material and color finishes whether purchased by the customer or Hussey Seating Company. ~ Natural variations occurring in wood and / or color fastness and / or variations in matching of colors, grains or textures of materials shall not be considered defects. ~ Polymer Colors will not fade greater than 5 Delta-E units measured within CIE L*a*b color space. Powder Coat finish will not fade greater than 5 Delta-E units measured by Hunter L*a*b Color difference per ASTM D2244.	*
78	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, Hussey Seating at its option will either repair or replace the defective product with a comparable component or product. Hussey Seating reserves the right to determine labor method used during replacement of product	*
79	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Hussey Seating can provide a certified /trained installer to perform warranty work in any geographical location. Each Sourcewell Member/Agency will be provided detailed information as to how to contact Hussey Seating Company or one of our Hussey Exclusive Dealers or Regional Service Centers	*
80	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we will cover warranty service for items made by other manufacturers that are part of our proposal. Our product warranty covers any products delivered and installed by Hussey Seating Company. This way of conducting business/standing behind your product is what we have done for 188 years and many to come.	*

81	What are your proposed exchange and return programs and policies?	With Hussey Seating Company, once the product is installed, and the turn over meeting has occurred, we do not see product returns. As indicated in a previous answer, we are in business creating customers for life, and we do this by treating them right. If there is ever a discussion regarding a return, we work with the customer via our proper sales channel and our Dealer Support Team, and we make it right. That is part of our DNA of the Hussey Company and Family Values. We have never had a product returned in my 37 years with the company.	*
82	Describe any service contract options for the items included in your proposal.	Hussey Seating Company provides a complete after-market service solution with our Exclusive Hussey Dealers, Regional Service Centers, and Hussey Direct National Service Team. We will provide the following: ~ Venue Assessments ~ Code Mandated Annual Inspections ~ General Maintenance, Service, and Repair Program ~ Multi-Year Inspection and Service Programs The Service programs are highly focused on Telescopic/Retractable Seating Solutions to ensure the safety of the guest and venue employees and help minimize risk to the venue owner and insurance company. Code requires Annual Service and should be noticed by any Sourcewell member/Agency.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 83. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
N/A	☒ Yes ☐ No

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - HUSSEY SEATING COMPANY PROPOSED SOURCEWELL CONTRACT PRICING - CONTRACT NUMBER XXXXXX-hsc EFFECTIVE DATE 4.DEC.2023.xls - Tuesday August 15, 2023 06:39:47
 - [Financial Strength and Stability](#) - HUSSEY SEATING FINANCIAL STRENGTH AND STABILITY.pdf - Tuesday August 15, 2023 06:43:53
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - HUSSEY SEATING WARRANTIES.pdf - Tuesday August 15, 2023 06:44:48
 - Standard Transaction Document Samples (optional)
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Event_Seating_RFP_081523 Mon July 17 2023 02:16 PM	☒	1

**AMENDMENT #1
TO
CONTRACT #081523-HSC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Hussey Seating Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide Event Seating and Staging Solutions with Related Accessories and Services to Sourcewell and its Participating Entities, effective October 5, 2023, through October 6, 2027 (Contract).

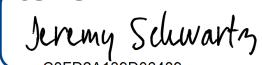
Supplier has updated its Administrative Fee terms, found in Line Item 37 under "Table 6: Audit and Administrative Fee." The current language is deleted in its entirety and replaced with the following:

Supplier shall pay Administrative Fees to Sourcewell in accordance with the following:

- 1.5% Administrative Fee on annual sales \$0.00 - \$30,000,000
- 1.25% Administrative Fee on annual sales \$30,000,001 - \$100,000,000
- 1% Administrative Fee on annual sales \$100,000,001 and over

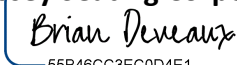
Except as amended above, the Original Agreement remains in full force and effect.

Sourcewell Signed by:


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

10/18/2023 | 10:54 PM CDT
Date: _____

Hussey Seating Corporation Signed by:


By: 55B46CC3EC0D4E1...
Brian Deveau
CEO & President

10/19/2023 | 4:53 AM CDT
Date: _____

Approved Signed by:


By: 48BAF71B0894454...
Chad Coauette, Executive Director/CEO

10/19/2023 | 7:18 AM CDT
Date: _____



Creative Sports Solutions

300 Esna Park Drive, Unit 22, Markham, ON L3R 1H3

Quote

3357-26-ON

Date	Jan 15, 2026
Valid Until	30 Days from issue
Sales Rep	Kevin Holloway
Phone	(905) 806-1866
Email	kevin.holloway@css-canada.com

Customer:

Town of Cobourg
 750 D'Arcy St.
 Cobourg
 K9A 0G1

ON

Job: Cobourg Community Centre

Attn: Jason Johns

Phone: (905)372-7371

Email: jjohns@cobourg.ca

Quote/Project Description

Canoe Awarded Contract # 81523-HSC

Town of Cobourg Member # LAS1055

Invoicing to:

Email:

Description	Reference	Qty	Unit Price	
Section 202: 9 Chairs @ 22" (Seat #'s 1-9)				
Section 203: 7 Chairs @ 22" (Seat #'s 1-7)				
3 Chairs @ 22" (Seat #'s 14-16)				
Section 204: 5 Chairs @ 22" (Seat #'s 1-5)				
5 Chairs @ 22" (Seat #'s 12-16)				
Section 205: 16 Chairs @ 22" (Seat #'s 1-16)				
Section 206: 5 Chairs @ 22" (Seat #'s 1-5)				
5 Chairs @ 22" (Seat #'s 12-16)				
Section 207: 3 Chairs @ 22" (Seat #'s 1-3)				
7 Chairs @ 22" (Seat #'s 10-16)				
Section 208: 9 Chairs @ 22" (Seat #'s 1-9)				
Canoe Published List Price.....			\$61,190.00	
Canoe Published Discount Off List Price.....			40%	
Canoe Disnount Net Pricing.....			\$36,714.00	
		1	\$36,714.00	\$36,714.00
Net Seats: 74				
Chair Series: Fusion Polymer - 983 Black				
Stanchions: Floor Mount - 983 Black				
Finish Option: Outdoor				
Seat Numbers & Row Letters: Riveted Aluminum				

Terms, Conditions and Instructions

2% surcharge will apply to credit card payments

Subtotal \$36,714.00

Tax \$4,772.82

Total \$41,486.82

Please confirm your acceptance of this quote by signing this document

Signature

Print Name

Date

Thank you for your business!

Upon signing this Proposal and Contract you have confirmed acceptance of Price, Terms, Conditions and Instructions.

Accounting inquiries: Christiana Eckoldt christiana.eckoldt@css-canada.com



RFP #081523
REQUEST FOR PROPOSALS
for
Event Seating and Staging Solutions with Related Accessories and Services

Proposal Due Date: August 15, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Event Seating and Staging Solutions with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 15, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	June 27, 2023
Pre-proposal Conference:	July 20, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	August 7, 2023, 4:30 p.m., Central Time
Proposal Due Date:	August 15, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	August 15, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Event Seating and Staging Solutions with Related Accessories and Services for indoor and outdoor venues such as arenas, stadiums, tracks, auditoriums, convention centers, gymnasiums, amphitheaters, entertainment facilities, lecture halls, e-sports, recreational spaces, community venues, places of worship, and similar sites including but not limited to:

- a. Grandstands, bleachers, angle frame structure, tube and channel structure, I-beam structure, telescopic seating, arena seating, loge seating/suites/club, long span aluminum, bench seating, fixed, portable/tip and roll, fixed or mobile risers, platforms, modular and portable stages;
- b. Related event accessories including press boxes, concession stands, ticket booths, media platforms, acoustical shells, stair units, guardrails, skirting, crowd control barriers, bleacher end curtains, access ramps and supports, rigging systems, score keeping tables, seat and row tags, chairs, railings, tables, aisle and/or step lighting, all of which must be incidental or complementary to the offering of the solutions described in 1. a. above;
- c. Related services including pre-construction/design, installation, safety inspections, repair, renovation, refurbishment, assembly, and re-manufacture or retrofit services for the solutions described in 1. a. above; and,
- d. Proposers may also include rental equipment or accessory solutions complementary to the solutions described in 1. a. above.

2. The primary focus of this solicitation is on event seating and staging solutions. This solicitation should NOT be construed to include:

- a. Individual portable chair only solutions;
- b. Classroom furniture and accessories;
- c. Rental only solutions;
- d. Accessory or service-only solutions;
- e. Lighting equipment or technology solutions; and
- f. Audio/Visual equipment and technology solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Furniture Solutions with Related Accessories and Services (RFP #121919);
- b. Scoreboards, Digital Displays, and Video Boards with Related Services (RFP #030223); and
- c. Sports Lighting Solutions with Related Technology, Equipment, and Services (RFP #041123).

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.

2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$120 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.

3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by

Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



07/17/2023

Addendum No. 1

Solicitation Number: RFP 081523

Solicitation Name: Event Seating and Staging Solutions with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Line 13: If the answer to Line 12 above is Yes, describe in detail the following elements (Lines 14-16) of installation services.

This appears to be a statement and no answer is required for #13 as the answers will go on lines 14-16. Is this correct or will there be redundancies between #13 and 14-16?

Answer 1:

If the answer to Line 12 is Yes, no further answer is required for Line 13.

End of Addendum

Acknowledgement of this Addendum to RFP 081523 posted to the Sourcewell Procurement Portal on 07/17/2023, is required at the time of proposal submittal.



STAFF REPORT

THE CORPORATION OF THE TOWN OF COBOURG

Community Services, Protection, and Economic Development Standing Committee

Report to: Mayor, Deputy Mayor, and Councillors
From: Lacricia Turner, Director of Community Services
Stu Dafoe, Manager of Parks and Forestry
Standing Committee Date: February 11, 2026
Report Number: COMM-2026-003
Council Meeting Date: February 25, 2026
Subject: **Pickup Truck #33-03 Vehicle Replacement**

If you require this information in an alternate format, please contact the Accessibility Coordinator at accessibility@cobourg.ca or at 905-372-4301

1. Recommendation:

WHEREAS the Committee adopt the following recommendation and refer to Regular Council for final approval.

NOW THEREFORE BE IT RESOLVED THAT Council approve capital project #2672033 for the replacement of vehicle #33-03 to be increased from the approved amount of \$60,000 to \$120,000, to be funded from the vehicle reserve fund.

2. Executive Summary:

A capital project of \$60,000 was approved in the 2026 budget for the replacement of vehicle #33-03 that has reached the end of its life cycle. Vehicle #33-03 is a four-door dual rear wheel work truck with an electric landscape dump body. Approved funds are insufficient to replace the truck with a newer equivalent vehicle. It is recommended that council increase the approved amount of \$60,000 to \$120,000 to be funded by the vehicle reserve fund.

3. Background

The Community Services Division collaborates with the Finance Division on fleet replacement planning as part of the annual capital budget process.

Vehicle #33-03 has reached the end of its service life and is scheduled for replacement in accordance with the Town's Vehicle Replacement Policy.

4. Discussion:

In accordance with the Town of Cobourg procurement policy for purchasing items of more than \$100,000 dollars requires open competition via a Request for Tender (RFT) or a Request for Proposal (RFP). The replacement of vehicle #33-03 will follow the Town of Cobourg procurement policy.

5. Financial Impact and Budget

A capital project of \$60,000 was approved in the 2026 budget for the replacement of vehicle #33-03 that has reached the end of its life cycle. Approved funds are insufficient to replace the truck with a newer equivalent vehicle. It is recommended that council increase the approved amount of \$60,000 to \$120,000 to be funded by the vehicle reserve fund.

6. Relationship to Council's Strategic Plan Priorities 2023 to 2027 and beyond:

☐ Thriving Community

☒ Service Excellence

Continuing to modernize the fleet to improve customer service and increase efficiency.

☐ Sustainability

7. Public Engagement:

N/A

8. Attachments:

None

Report Approval Details

Document Title:	Pickup Truck 33-03 Vehicle Replacement.docx
Attachments:	
Final Approval Date:	Feb 2, 2026

This report and all of its attachments were approved and signed as outlined below:

Lacricia Turner - Jan 29, 2026 - 5:06 PM

Tracey Vaughan, Chief Administrative Officer - Feb 2, 2026 - 11:46 AM



STAFF REPORT

THE CORPORATION OF THE TOWN OF COBOURG

Community Services, Protection, and Economic Development Standing Committee

Report to: Mayor, Deputy Mayor, and Councillors

From: Kevin Feagan, Manager, Municipal Law Enforcement & Licensing Services

Standing Committee Date: February 11, 2026

Report Number: LS-2026-001

Council Meeting Date: February 25, 2026

Subject: **2025 Municipal Law Enforcement and Licensing Services Annual Report**

If you require this information in an alternate format, please contact the Accessibility Coordinator at accessibility@cobourg.ca or at 905-372-4301

1. Recommendation:

WHEREAS the Committee adopt the following recommendation and refer to Regular Council for final approval.

NOW THEREFORE BE IT RESOLVED THAT Council receive Report No. LS-2026-001 for information purposes.

2. Executive Summary:

The purpose of this report is to present 2025 statistical data on Municipal Law Enforcement and Licensing Services (M.L.E.L.S.) core services

3. Background

N/A

4. Discussion:

Municipal Law Enforcement and Licensing Services is responsible for:

- Investigating by-law complaints involving property, parking, animal and licensing matters;
- Enforcing by-law regulations and standards;
- Achieving resolutions to by-law infractions through voluntary compliance administrative orders, remedial work, administrative penalties or prosecution;
- The administration and inspection of property-related applications including: Pool Enclosures, Signs and Donation Bins
- Issuing business, lottery licences, pool and sign permits; and
- Educating the public on relevant standards.

The Department enforces the Town's by-laws and administers licensing systems that establish minimum standards of health and safety and preserves the image and character of our Town.

The 2025 M.L.E.L.S. Annual Report has been appended as "**Attachment 1**".

5. Financial Impact and Budget

There are no financial implications directly related to the recommendation of this report.

6. Relationship to Council's Strategic Plan Priorities 2023 to 2027 and beyond:

☒ Thriving Community

Provision of services that promote/foster community well-being encourages appropriate growth and development while ensuring a safe place for all to enjoy

☒ Service Excellence

Responding to the communities needs in a timely, effective manner while utilizing both technology and processes which increase our capacity to deliver prompt and courteous service.

☒ Sustainability

Ensuring the commitment to a vibrant and appealing community by enforcing municipal standards and preserving the heritage and culture of Cobourg for use and enjoyment by residents, visitors and future generations.

7. Public Engagement:

N/A

8. Attachments:

Attachment 1 - 2025 MLEO Annual Report Content

Report Approval Details

Document Title:	2025 Municipal Law Enforcement and Licensing Services Annual Report.docx
Attachments:	Attachment 1 – MLE 2025 Annual Report.pdf
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This report and all of its attachments were approved and signed as outlined below:

Brent Larmer - Jan 27, 2026 - 3:10 PM

Tracey Vaughan, Chief Administrative Officer - Jan 28, 2026 - 5:51 PM

2025 ANNUAL REPORT



Town of Cobourg Municipal Law Enforcement & Licensing Services



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2025 Municipal Law Enforcement and Licensing Services Highlights



INSPECTED

2,793

Parking
Violations



RESPONDED TO

1,866

Calls for
Service for
Property/ Parking/
Animal Activities



RESPONDED TO

192

Calls for
Service for
Animal Issues



INSPECTED

140

Homeless
Encampments



RESPONDED TO

293

Nuisance &
Noise
Complaints



LICENSED

1,208

Lottery Events



ISSUED

116

Sign Permits

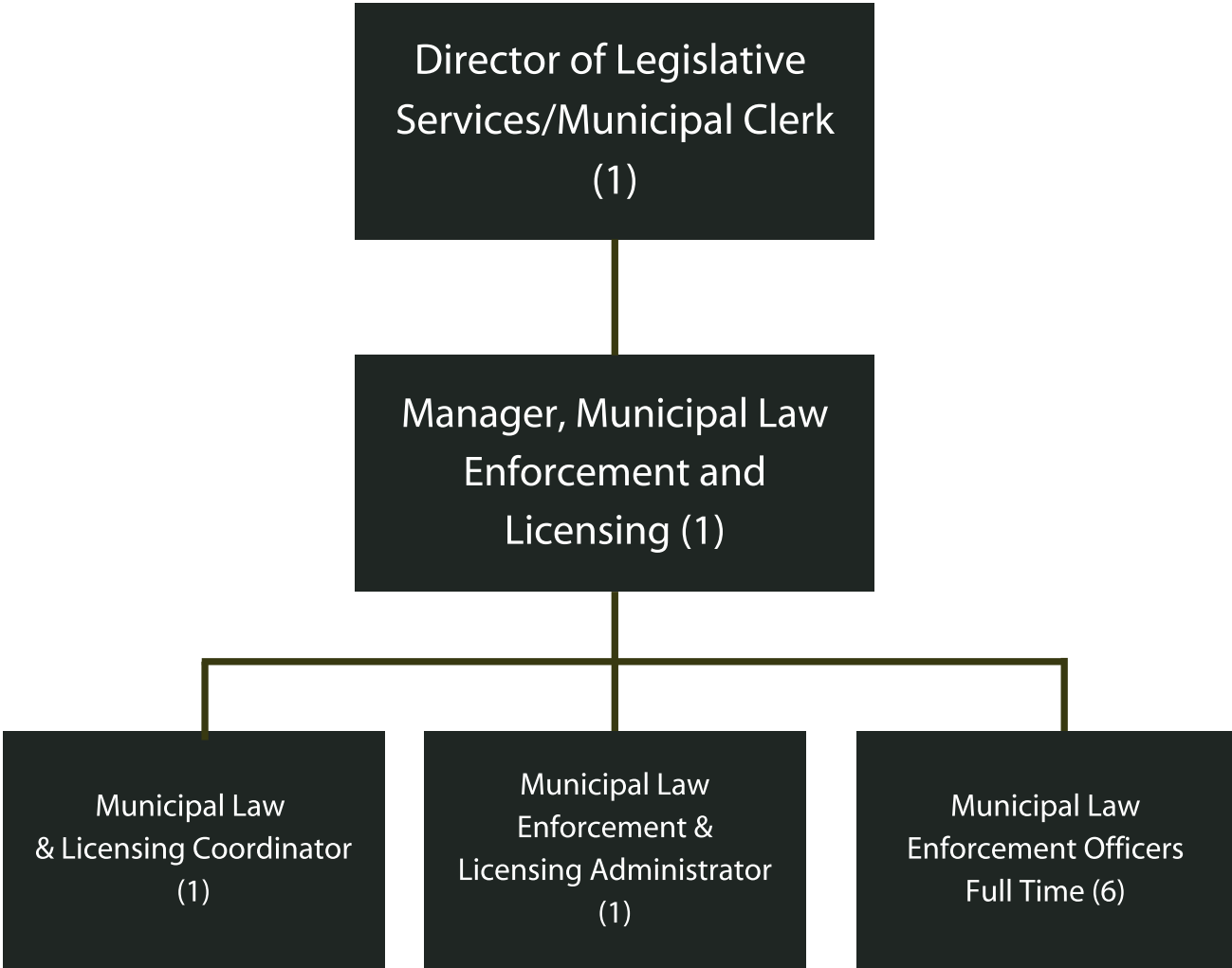


Town of Cobourg Municipal Law Enforcement & Licensing Services

2025 Annual Report

3

2025 Municipal Law Enforcement and Licensing Services Organizational Structure



Municipal Law Enforcement and Licensing Services

M.L.E.L.S. provides a variety of regulatory services intended to improve public health and safety, increase consumer protection, promote standards of maintenance and livability, enhance the quality of life for residents and increase the vibrancy of the town.

To achieve these objectives, M.L.E.L.S. enforces thirty four (34) Town by-laws and administers various regulatory licences and permits. Additionally, the Department supports several internal divisions (Planning and Development, Community Services, Legislative Services, Public Works). The Department is comprised of ten (10) Town staff members involved in the Department's daily operations.

Municipal Law Enforcement and Licensing Services has six (6) Generalist Officers who enforce thirty-four (34) by-laws ranging in scope from animal control to zoning and three (3) Provincial Acts. A comprehensive list has been provided in **Appendix 1**. Many of these by-laws have been established by different departments and enforcement is undertaken by M.L.E.L.S. The department utilizes a variety of methods in order to obtain compliance. A list of various tools for compliance can be seen in **Figure 1**. In addition, administrative functions, licensing and standards applications, examination and inspections, and administrative penalty screenings are delivered by one (1) Law Enforcement and Licensing Coordinator and one (1) Law Enforcement and Licensing Administrator in the Department.

Enforcement is typically undertaken on a complaint basis; however, Officers may utilize a combination of reactive and proactive enforcement approaches to achieve compliance, including the undertaking of specific enforcement projects (**Appendix 2**).

M.L.E.'s investigative and enforcement activities are classified into four (4) core areas: property-related, parking-related, animal-related and licensing related.

Property-Related Enforcement Activities

These enforcement activities are typically directed at ensuring that properties meet minimum standards as they relate to health and safety, property maintenance and appropriate land use. Property-related enforcement statistics are appended as **Appendix 3**.

Parking-Related Enforcement Activities

These activities relate to the enforcement of parking standards established in the Town's Parking By-law 048-2023. Parking enforcement calls for service and enforcement statistics are appended in **Appendix 4**.



Municipal Law Enforcement and Licensing Services

Animal-Related Enforcement Activities

These activities relate to the enforcement of pet licensing and animal care and control standards as established in the Town's Animal Control By-law 021-2014. Animal related calls for service and enforcement statistics are appended as **Appendix 5**.

Licensing -Related Enforcement Activities

Licensing Services administers the issuance of various business, property, pool enclosure, pet, taxi, and lottery licences and permits, by working collaboratively with internal and external partners to establish a level of consumer protection and to ensure health and safety. Staff work with special event organizers to ensure that vendors comply with Town bylaws and applicable health standards. Licensing related activities are appended as **Appendix 7**.

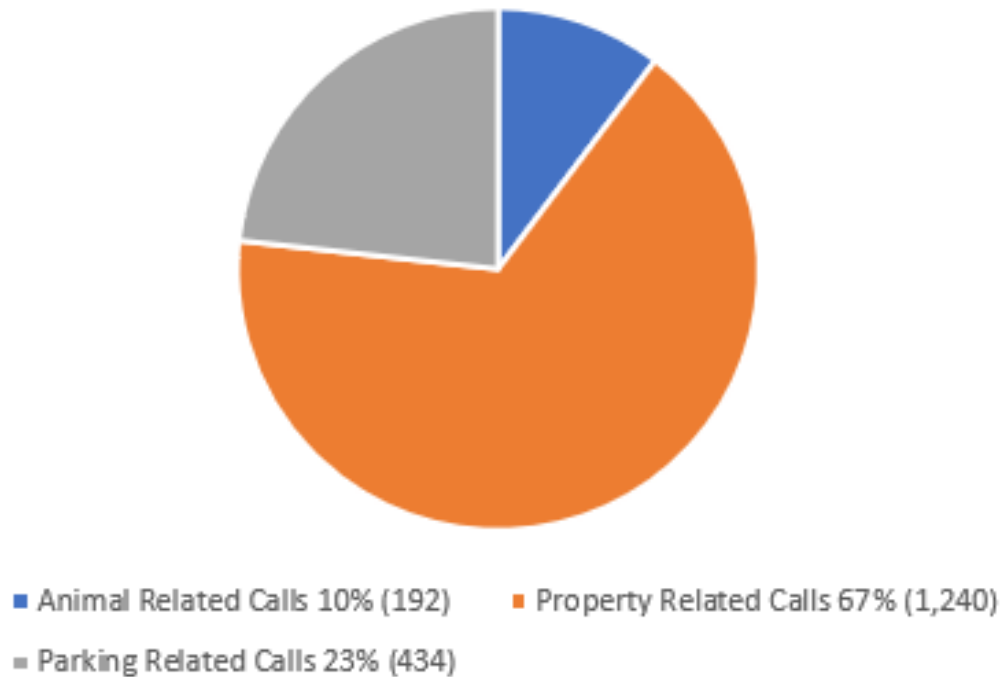
Service Level Agreements (SLA'S)

Early in 2022, Municipal Law Enforcement and Licensing Services began reviewing service level parameters and key performance indicators in relation to calls received for service. These are referred to as Service Level Agreements (SLA'S) which guide staff and provide customers with information of when to expect a decision or response to their concerns. Customer service is a priority within the Town's Strategic Plan and implementing and reviewing SLA'S ensures continuous improvement of the customer experience and effective, transparent responses within a reasonable amount of time. Service Level Agreement parameters are appended as **Appendix 6**.



Municipal Law Enforcement and Licensing Services

2025 Calls for Service (1,866)



CityWorks Service Requests by Year

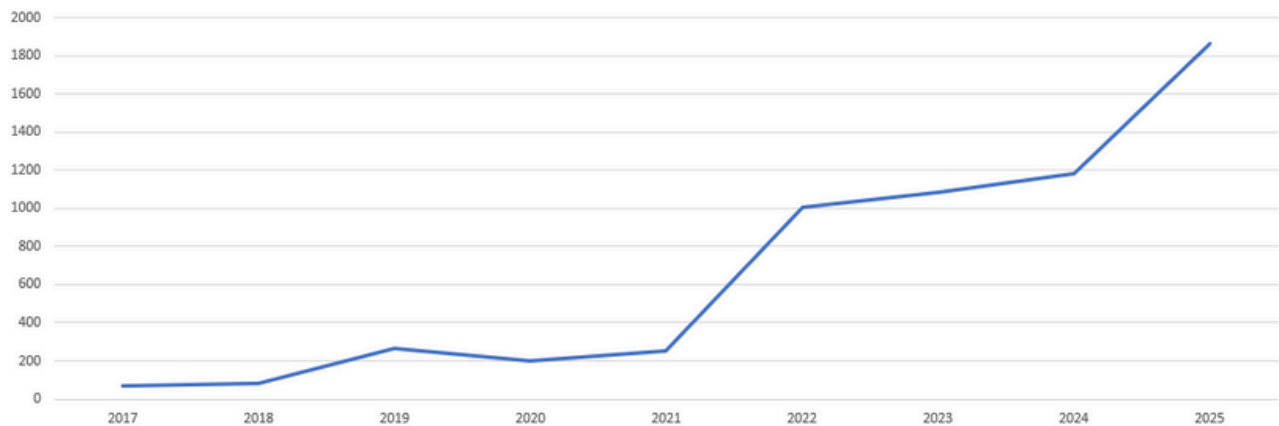


Figure 1: Tools for Compliance

	Education: • Can be verbal or formalized through a written warning.
	Notice of Violation: • Typically used to identify an illegal use and may require remedial work for compliance. • Commonly used in relation to zoning matters.
	Order to Comply: • Used to identify by-law deficiencies and corrective remedial work. Commonly used in relation to property maintenance and animal control matters. May result in the undertaking of remedial work by the Town in order to obtain compliance.
	* Administrative Monetary Penalty Notice: • Commonly used for a variety of offences in parking enforcement and the enforcement of other by-laws. Can carry a fine or be a warning notice that carries no fine. * Note AMP process implementation occurred in 2023
	Provincial Offences Act Offence Notice or Summons: • May result in appearing before a Justice of the Peace. Can be used for a variety of offences, including those related to parking, zoning, property use and Property Standards.



Municipal Law Enforcement 2025 Highlights

M.L.E.L.S. had a successful year of continuing to provide high-quality enforcement services while continuing to expand upon community involvement. The Department's success can be attributed to adopting a customer centric focus to serving the Town's residents, building on relationships, working collaboratively with staff, Union representatives, community partners and supporting continued Officer training.

2025 M.L.E.L.S. Highlights at a Glance

- Drafting new bylaws (Fence & Sight Triangle By-Law, Inspection By-law, Licensed Rental Premise By-law,)
- Revised Property Standards By-law to include provisions related to Heritage Properties
- Implementation of Security Guard Services to address nuisance issues at 35 Albert Street (Transit Shelter).
- Implemented AMPS provisions to Itinerant Vendors, Sign, Boulevard, Anti-idling, Snow and Ice Bylaws.
- Expanded hours of work and staffing adjustments towards full-time staffing model for municipal law enforcement to better serve the community including days, afternoons and overnight shifts.
- Undertook Safer Municipalities Enforcement Initiative to address unlawful use and nuisance activities in public spaces.
- Delivered Municipal Law Enforcement Training and Orientation of By-laws for Cobourg Police Service Auxilliary .
- Delivered three Short term Rental Public Information Sessions to increase awareness and understanding of regulations and implementation.
- Ongoing collaboration with internal/external stakeholders including social services, police and fire services to respond to encampments on both public and private property.
- Public and industry consultation related to the licensing of Emergency Care Establishments.
- Participation in training for officers provided by the Municipal Law Enforcement Officers Association, Ontario Association of Property Standards Officers to work towards accreditation/certification of all enforcement staff and foundational training in various disciplines.



A Look Ahead at M.L.E.L.S. in 2026

The following provides examples of a number of planned initiatives M.L.E.L.S will be undertaking:

- Ongoing implementation of Short-term Rental Licensing;
- Continue to develop CloudPermit software solution to meet the Town's needs involving permits and business licensing workflows.
- Increase compliment of Full-time Officers from six (6) to eight (8) to ensure adequate delivery of services and improved customer service.
- Arrange public meetings to source community input regarding Residential Rental House Licensing
- Propose Rental Renovation By-law to protect tenants from renovation related evictions
- Expand Security Guard Services to include monitoring of Town Hall activities and develop comprehensive approach to the provision of Corporate Security.
- And more!



Appendix 1 – By-laws and Provincial Legislation Enforced by M.L.E.L.S

Type of Enforcement Service	Applicable By-laws/Legislation	
Property-Related By-law Enforcement Services	• Boulevard By-law • Emergency Care Establishment By-law • Deposit of Waste By-law • Lottery Licensing By-law • Fence & Sight Triangle By-law • Inspection By-law • Fireworks By-law • Merchandise and Temporary Patio By-law • Itinerant Vendors By-law • Refreshment Vehicle By-law • Firearms By-law • Second Hand Goods By-law • Short Term Rental Licensing By-law • Vehicle for Hire By-law • Parks Use By-law • Off-Leash Dog Park By-law • Tree Preservation By-law • Motorized Snow and All-Terrain Vehicles By-law • Idling of Motor Vehicles By-law	• Lot Maintenance By-law • Smoking By-law • Noise Control By-law • Fortification By-law • Moving Oversized Loads By-law • Nuisance By-law • Open Air Burning By-law • Pool Enclosure By-law • Property Standards By-law • Dumping and Removal of Fill By-law • Sign By-law • Skateboard and Bicycle By-law • Snow and Ice Removal By-law • Dog Owners Liability Act (Province) • Sewer Use By-law • Taxicab Licensing By-law • Trespass to Property Act (Province) • Waste Collection By-law • Weed Control Act (Province) • Zoning By-law



Appendix 1 – By-laws and Provincial Legislation Enforced by M.L.E.L.S

Type of Enforcement Service	Applicable By-laws/Legislation
Parking-Related By-law Enforcement Services	• Parking By-law
Animal-Related By-law Enforcement Services	• Dog Owner Liability Act (Province) • Animal Control By-law • Feeding of Wildlife



Appendix 2 – M.L.E.L.S 2025 Targeted Proactive Enforcement Projects

Project	Season
Victoria Park	May - October
Dog Park	May - October
Winter Parking Control	November - April
Snow and Ice	December - March
Licensing (Vehicle for Hire)	As Required
General Nuisance	As Required
General Parking	As Required
Parking (School Zones)	September - May
Graffiti	As Required
Downtown (skateboards/Bicycle/E-Bikes)	June - August



Appendix 2 – M.L.E.L.S 2025 Targeted Proactive Enforcement Projects

Project	Season
Signs (Utility Poles Signs, Bagged/Mobile)	February - April
Apartment Building Audits	September
Refuse/Waste	April - June
Long Grass & Weeds	May - October
Donation Bins	June - July
Licensing (Animals)	January - March
Property Standards (Downtown)	March - August
Zoning (front yard restrictions)	May - August
Basket Ball Nets (on street)	October - December



Appendix 3 – M.L.E.L.S 2025 Property Related Calls for Service and Outcomes

MLELS Property Related Calls for Service	2023	2024	2025	Three Year Average	% Change
Boulevard By-law	40	39	35	38	-8%
General Patrol Parks	77	69	61	69	-11%
Grass and Weeds - Lot Maintenance	66	80	83	76	9%
Bicycle and Skateboard By-law	1	1	0	.7	-1%
Sewer Use	2	1	0	1	-1%
Unauthorized Depositing of Waste	46	43	18	36	-50%
General Bylaw Infraction	50	44	78	57	37%
Open Air Burning	4	6	6	5	20%
Parks Use	18	18	50	25	100%
Boulevard Signs	10	18	40	23	74%
Pool Enclosure	6	4	3	4	-25%
Public Nuisance	18	67	238	108	120%



Appendix 3 – M.L.E.L.S 2025 Property Related Calls for Service and Outcomes

MLELS Property Related Calls for Service	2023	2024	2025	Three Year Average	% Change
Smoking and Tobacco	1	3	2	2	0%
Snow or Ice	52	13	123	63	95%
Tree Preservation	0	2	9	4	125%
Vendors	0	3	1	1	0%
Homeless Encampment	93	73	140	102	37%
Idling	2	1	8	4	100%
Noise	56	48	55	53	4%
Property Standards	119	140	164	141	16%
Zoning By-law	49	30	39	39	0%
Offences Part 1 POA	4	0	0	1	-1%
Property related Administrative Penalties	72	180	213	155	37%
Orders	143	177	211	177	19%

Refers to complaints received from the public. Records provide a snapshot at the time of querying and there may be minor variances as files are updated or added.

% Change measures the percentage increase or decrease between 2025 and the Three Year Average (2023 - 2025) which represents normal/historical business trends.



Appendix 4 – M.L.E.L.S Parking Related Activities and Outcomes

MLELS Parking Enforcement Activities	2023	2024	2025	Three Year Average	% Change
Parking Complaints Received	228	229	434	297	46%
Proactive Enforcement	2,273	2,471	2,793	2,512	11%
Parking Tickets/Penalties Issued	2,273 (1,581 AMP 692 POA)	2471	2,793	2,512	11%

Appendix 5 – M.L.E.L.S Animal Related Activities and Outcomes

MLELS Animal Enforcement Activities	2023	2024	2025	Three Year Average	% Change
Calls for Service	149	177	192	173	11%
Tickets/Penalties Issued	23	52	41	39	5%
Impounds	7	32	13	17	-23%
Orders	11	27	21	20	5%



Appendix 6 – M.L.E.L.S Service Level Agreements (SLA)

Type of Service Call	2023 Cases	2023% Meeting SLA or Better	2024 Cases	2024% Meeting SLA or Better	2025 Cases	2025% Meeting SLA or Better
Animal Related	149	70%	169	67%	192	74%
Parking Related	228	54%	263	62%	434	76%
Boulevard By-law	40	90%	38	89%	35	100%
Lot Maintenance By-law	66	70%	77	74%	83	86%
Parks By-law	18	73%	18	83%	50	96%
Nuisance By-law	18	82%	61	91%	238	93%
Snow and Ice By-law	52	79%	12	100%	123	93%
Property Standards By-law	119	72%	123	91%	164	93%



2025 M.L.E.L.S Service Level Agreements (SLA)

Type	Subtype	Initial Response (*1)	Complete Resolution (*2)
Animal Control By-law	Emergency, Injured Animal	1 day	1 day
Animal Control By-law	General	2 days	7 days
Boulevard By-law	Emergency, Unsafe	1 day	1 day
Boulevard By-law	General	14 days	30 days
Bicycle By-law	General	2 days	7 days
Clean Yard/Lot Maintenance	General (Grass/weeds/debris)	14 days	30 days
Dumping of Fill/Debris	General (site alteration)	2 days	14 days
Donation Collection Bins	General	5 days	14 days
Fireworks By-law	General	2 days	10 days
Firearms By-law	General	2 days	10 days
Fortification	General	5 days	14 days
Idling	General	5 days	14 days



2025 M.L.E.L.S Service Level Agreements (SLA)

Type	Subtype	Initial Response (*1)	Complete Resolution (*2)
Licensing	Contrary to Regs/Without Lic.	14 days	30 days
Littering	General	2 days	10 days
Motorized Snow & All-Terrain	General	2 days	14 days
Noise	General	5 days	14 days
Nuisance	General	5 days	14 days
Oversized Loads	General	2 days	7 days
Open Air Burning	General	1 day	7 days
Parking	General	1 day	2 days
Parks	General	2 days	7 days
Pool Enclosure	Emergency, Unsafe	1 day	2 days
Pool Enclosure	Non compliance with regs	14 days	60 days
Property Standards	Emergency, Unsafe	1 day	30 days
Property Standards	General	14 days	120 days



2025 M.L.E.L.S Service Level Agreements (SLA)

Type	Subtype	Initial Response (*1)	Complete Resolution (*2)
Signs	General	5 days	14 days
Snow/Ice	General	2 days	7 days
Smoking & Tobacco Use	General	2 days	7 days
Tree Preservation	General	5 days	14 days
Zoning	General	14 days	120 days

**Initial Response time relates to the first site visit, inspection, or client contact. In many cases, the initial response occurs sooner than the established S.L.A.*

***Complete Resolution relates to the time allotted for the specified file to be resolved through Administrative Penalty, Charges, compliance, etc. In many cases, complete resolution occurs sooner than the established S.L.A.*



Appendix 7 – 2025 M.L.E.L.S Licensing Activities

License/Permit Type	2023	2024	2025	Three Year Average	% Change
Animal Licence	864	1007	1016	962	6%
Lottery Event	1,322	1,331	1208	1,287	-6%
Temp. Outdoor Patio	14	17	8	13	-38%
Small Patio Display	2	6	2	3	-33%
Alcohol	4	13	5	7	-28%
Refreshment Vehicle	6	6	4	5	-20%
Second Hand Goods	4	3	8	5	60%
Vehicle for Hire	18	15	11	15	-26%
Emergency Care Establishment	N/A	3	3	2	50%
Facia Sign	18	15	8	14	-43%
Temp. Portable Sign	70	67	27	55	-51%
Lawn Sign	3	3	76	27	181%
A-Frame Sign	9	9	5	8	-37%
Pool Permit	9	9	12	10	20%
Inspections	130	154	186	157	18%



Appendix 8 – Administrative Monetary Penalty Program

Process	2023	2024	2025
Administrative Penalties Issued	1,667	2,651	3,059
Adjudications (Screening & Hearings)	337	600	548
Screenings (1st Level of Review)	320	554	521
Hearings (Final Level of Review)	17	46	27
Screenings - Appeal Approved	98	206	141
Screening - Appeal Denied	105	175	179
Screening - Amount Reduced	116	173	201
Hearing - Appeal Approved	2	7	5
Hearing - Appeal Denied	1	8	10
Hearing - Amount Reduced	5	31	12

