

REQUEST FOR PROPOSAL #R10-1160 FOR: Maintenance, Repair and Operations

October 13, 2023

Section Two:
Proposal Submission, Questionnaire and
Required Forms

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form (“Contract”) is made as of January 1, 2024, by and between Winzer Corporation (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of (enter category here) (“the products and services”).

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor Contract.”

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor’s obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Vendor's promise:** Vendor agrees all prices, terms, warranties, and benefits granted by Vendor to Members through this contract are comparable to or better than the equivalent terms offered by Vendor to any present customer meeting the same qualifications or requirements.

4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Vendor contract documents:** Region 10 ESC will review proposed Vendor contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.2 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.3 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is

affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- 5.4 **Cancellation for convenience:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment:** Vendor shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Vendor or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency.

The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 10 ESC or Equalis Group.

11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

- 11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line**: Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement**: Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference**: Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation**: Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions**: For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work

in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.
- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- 13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract,

including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.
- 13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.
- 13.8 **Legal Obligations:** It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded

contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- 13.9 **Boycott Certification**: Vendor hereby certifies that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

[Signatures follow on Signature Form]

PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name Winzer Corporation
Address 4060 E Plano Parkway
City/State/Zip Plano, TX 75074
Telephone No. 214-341-2122
Fax No. 214-348-7714
Email address Zach.hoffmann@winzerusa.com
Printed name Zachary Hoffmann
Position with company Inside Sales Manager
Authorized signature 

Term of contract January 1, 2024 to December 31, 2026

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.



Region 10 ESC Authorized Agent

Jan 4, 2024
Date

Dr. Rickey Williams
Print Name

Equalis Group Contract Number R10-1160D

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Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

PROPOSAL FORM 1: ATTACHMENT B - PRICING

QUESTIONNAIRE & EVALUATION CRITERIA:

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

OTHER REQUIRED PROPOSAL FORMS:

- PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES
- PROPOSAL FORM 4: CLEAN AIR AND WATER ACT
- PROPOSAL FORM 5: DEBARMENT NOTICE
- PROPOSAL FORM 6: LOBBYING CERTIFICATION
- PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS
- PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
- PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295
- PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION
- PROPOSAL FORM 11: RESIDENT CERTIFICATION
- PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM
- PROPOSAL FORM 13: FEMA REQUIREMENTS
- PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS
- PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)
- PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT
- PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)
- PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
- PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION
- PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM
- PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT
- PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
- PROPOSAL FORM 23: VENDOR CONTRACT AND SIGNATURE FORM

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 30 additional pages.** Vendors who submit more than 30 additional pages may result in the proposal being deemed non-responsive at the sole discretion of Region 10.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	Winzer Corporation
	<i>What is the mailing address of your company's headquarters?</i>	4060 E Plano Parkway, Plano, TX 75074
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Zach Hoffmann, Inside Sales Manager, zach.hoffmann@winzerusa.com , 214-341-2122 Ext 4628
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	

Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Yes
	<i>Does pricing submitted include the required administrative fee?</i>	Yes. Although the administrative fee has not yet been identified, Winzer's price offering includes the fee.
	<i>Do you offer any volume discounts or cost-saving strategies for customers? If yes, please describe.</i>	<p>In general, Winzer's price offering provides a discount off list. This discount off list price structure will be offered to products that fall outside the scope of the contract award to ensure that customers using the award are provided with the best pricing structure available. Items that are normally purchased by the case (such as chemical products) are further discounted off the single piece price and discounted according to the pricing structure per product category. Winzer provides special promotional pricing programs throughout the year and works with our suppliers to offer additional discounts based on inventory reduction, product closeouts and product launches. These additional discounts will be offered to contract users. Winzer does offer additional discounts based on order size, quantity of single item purchased, and obsolete product protection.</p> <p>Winzer offers additional discounts for large quantities of the same product purchased as well as for large orders. In addition, should a member choose to issue a fixed dollar or blanket purchase agreement to Winzer, additional discounts may be extended for the length of a specific Blanket Purchase Agreement BPA.</p>
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes
	<i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where</i>	Winzer offers a 50% discount off list pricing. Winzer utilizes the manufacturer's suggested list price if the manufacturer provides that information. For items where manufacturers do not provide a list price or in the event Winzer is the manufacturer list price is determined by the highest price the market will bear. For ease of finding Winzer's List and Contract Net Pricing, we have created a dedicated Dropbox account that customer's will be

	<i>agencies can find the list and your methodology for determining that list price.</i>	given access upon contract award. This same Dropbox can be used to upload any other contract requirements both at the time of award and future extensions. The link to the dedicated Dropbox account is provided here. ***EQUALIS - Price List.xlsx (dropbox.com)
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Invoices are generated after orders have been processed and shipped. Each invoice will clearly identify the assigned purchase order number, quantity and description of product ordered and shipped, due date, unit price and extended price, shipping location, and total dollar amount due. Unit price will be the official contract price for each product. Invoices are emailed to the main invoicing address on the customer's account. Customers are able to pay by check, ACG, or credit card. Winzer accepts Master Card, Visa, and P-cards.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Product quality and features	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	<p>Winzer Corporation is committed to providing the highest quality automotive and industrial repair supplies and support services.</p> <p>Our product offering includes fasteners, electrical terminals, cutting tools, abrasives, shop supplies, hydraulics, maintenance chemicals, fleet maintenance, welding rods, first aid, safety, security, and storage equipment. We stock more than 1 million different fasteners, tools, and other supplies and maintain a 99% fill rate. We have partnerships with our vendors forming a Vendor Support Network which gives us access to products outside our standard stocking inventory and base MRO offering.</p> <p>Winzer's fastener product line, which makes up the bulk of our product offering, includes standard and metric bolts, grades 5 and 8, Stainless Steel in 18-8 and 316, Medium Carbon Steel, Brass, Silicone Bronze, A307 and A325 structural products, anchor products, cap screws, carriage bolts, flange bolts, lag bolts, u-bolts, j-bolts, chain and cable, clips and retainers, nuts and washers, pins, rivets, dowels and rods, screws, sockets, and thread repair. Our fasteners are available plain/black oxide, zinc and yellow zinc plated, galvanized, hot dipped galvanized. We stock domestic fasteners for customers concerned with meeting the Buy American Act or Trade Agreement Act compliancy; and imported products for those customers who are looking for a less expensive but still quality product. Our fasteners have lot traceability for those members who adhere to the Fastener Quality Act. A variety of tray and bin assortments are available and can be customized with specific product and labeling to meet a member's exact requirements.</p> <p>Our electrical supplies include automotive and fleet products, fuses, flashers, shop lighting, switches, terminals and connectors, tools and equipment, and wire and wire management.</p>

Our cutting tools are among the finest in the industry. We provide drills and bits, files, saw blades, specialty cutters, taps and dies, annular cutters and end mills, extractors, and reamers. Indexes, organizers, and other kits are available so that the customer always has just the right size in the right place.

We have a wide range of abrasive products that include grinding wheels, cut-off wheels, mounted points, wire brushes, abrasive belts, fiber discs, flap discs, cartridge rolls, sandpaper, and roloc discs.

Our shop supplies line is made up of a variety of subcategories including hand tools, power tools, absorbents, brooms, brushes, and mops, trash can liners, tapes, paper products. Milwaukee, DeWalt, Lenox, and Slide Sledge are some of the product names you'll find in our hand tool line. Georgia Pacific and Von Drehle paper products and 3M feature prominently in this subcategory offering. Any item that is considered janitorial in nature, and therefore covered by another Sourcewell coop award, will be excluded from our MRO offering.

Our Fluid Power/Hydraulics line consists of fluid power accessories and tools, brass fittings, steel/stainless/malleable fittings, plastic fittings, tubing, valves and couplers, o-rings and carplugs. We have a full product offering of Legris, Gates, and Eaton Weatherhead fittings. We are fully stocked in both the Weatherhead U- and Z-series fittings. During the past year, Weatherhead notified its distributors that the U-series line would be discontinued and replaced with the Z-series. Our franchise business owners are fully trained and prepared to address any customer concerns about converting their existing Weatherhead systems from the U- to Z-series.

Winzer's chemical product offering is quite extensive and ranges from fleet specialty (such as cleaners and polishers, repair and maintenance, and seasonal use), cleaners, degreasers, lubricants, paints and coatings, sealants and adhesives, specialty chemicals, and hand care. Although we have a full line offering of janitorial products and supplies to accessories and applicators these will be excluded from our product offering as they are currently being provided to Sourcewell customer under another coop award. We carry our own Winzer brand products in these subcategories as well as CRC, ISI Poly, Quest, Permatex, Loctite, Blaster, 3M, WD-40, Stoko, Nextzett to name a few. Our bulk chemical line provides 1-gallon containers up to 55-gallon drums.

Winzer's entry into the MRO marketplace more than 40 years ago was through Fleet maintenance. We have a full offering of domestic, import, and body hardware; clamps; sealing washers; domestic and import auto specialty; wheel and tire suspension; auto hose and tubing; ac service and repair; automotive tool; and automotive and fleet miscellaneous products.

Our welding line consists of electrodes, TIG wire, MIG wire, chemicals, tips and nozzles, repair parts, blankets, clothing, gloves, and helmets.

		<p>The First Aid category is designed to provide preliminary medical treatment for our members with easily mounting instructions for a variety of locations within a member’s facility. We carry a diverse assortment of first aid cabinets in varying sizes and specific to emergency applications. Eye wash stations, Bloodborne Pathogens, CPR, and variety kits are just samples. Storage units are easily refilled with replacement component kits or individual components. Whether you need an aspirin, bandage, or heat pack, Winzer’s first aid cabinets are the go-to source.</p> <p>Employee and guest safety is a top concern of all organizations. Although procedures are put in place to minimum safety-related issues, situations can arise outside the best made plans. Winzer’s safety products are designed to absorb and contain spills and section off areas that are affected. Our personal protection products include gloves, eye protection, fall protection, glasses, head and face protection, hearing protection, personal protection, respirators, and miscellaneous protection.</p> <p>Our Security product offering includes Strattec key blanks, lock parts, key machines, and miscellaneous security products. We carry all automotive manufacturers key blanks both domestic and import as well as Yamaha motorcycles; Chrysler/Ford/GM keying lock parts, a variety of key machines, and key cabinets/rings/tags/tools. A variety of padlocks round out this offering.</p> <p>Winzer’s storage systems allow for easy access and identification of the products purchased and eliminate parts chasing reducing downtime. All trays and bins are fully labeled, and bar coded and can be customized to meet a specific member’s requirements. Cabinets, hose reels, indexes, organizers, and specialty equipment are available as is fire-retardant storage.</p>
	<p><i>Describe how your products and services comply with applicable industry regulations/standards .</i></p>	<p>Although Winzer follows Six Sigma Lean practices, we are not ISO Certified as of yet. Many of our electrical products meet UL Standards. We regularly source Mil-Spec products directly from one of our many certified sources.</p>
	<p><i>Outline how your products compare to those of your competitors.</i></p>	<p>Our product offering meets and/or exceeds the quality of our direct competitors.</p>
	<p><i>Outline your delivery process such as product tracking capabilities, and ensuring timely order fulfillment.</i></p>	<p>Each order is shipped utilizing standard ground, express delivery, freight carrier, or service representative pickup and delivery dependent upon the delivery requirements of the customer. Tracking information is provided with each Winzer invoice.</p>
	<p><i>Outline measures in place to ensure</i></p>	<p>Winzer utilizes Oracle ERP supply and demand forecasting to maintain adequate inventory levels within all warehouse facilities, and this data is transferred in real time to our sales agents as they prepare quotations and</p>

	<i>product availability and your stock availability rate.</i>	sales orders. Winzer recently completed a manual physical on-hand inventory count ensuring that Oracle records are current and correct.
	<i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i>	All 50 US States and the District of Columbia are currently receiving Winzer products and inventory management services. We also provide product and services to Puerto Rico, Mexico, and Canada.
	<i>List the number and location of offices, or service centers for all states being proposed in solicitation</i>	<p>At the present time, Winzer has three main distribution points located within the Continental United States: Michigan, Texas, and Nevada. Most administrative employees work out of one of these locations. Our corporate development team is based at the corporate facility; however, home offices are in Long Island, New York; and Los Angeles, California. The locations of these distribution facilities are:</p> <p>Corporate 4060 E Plano Parkway, Plano, TX 75074</p> <p>Midwest 3500 Exchange Centre Drive, Saginaw, MI 48601</p> <p>Pacific Coast 4795 Longley Lane, Reno, NV 89502</p> <p>In addition to our primary warehousing and distribution locations, Winzer has three FastServ Distribution and pickup counters throughout Texas and New Mexico with plans to expand into the Southwest region soon. The FastServ store fronts are located as follows:</p> <p>200 Brooklyn Ave San Antonio, TX 78215 P) 210-226-0244 P) 800-292-5890 F) 210-226-5037</p> <p>4822 Baldwin Blvd</p>

Corpus Christi, TX 78408
P) 361-888-4228
P) 800-460-2658
F) 361-888-7117

1117 W. Highway 83
Pharr, TX 78577
P) 956-787-5569
P) 800-422-3265
F) 956-787-6136

520 Market Street
Laredo, TX 78040
P) 956-722-0049
P) 888-223-2658
F) 956-722-2704

1945 International Blvd
Brownsville, TX 78521
P) 956-544-1957
P) 800-867-6455
956-544-0744

1214 S. Texas Ave
Bryan, TX 77803
P) 979-779-7666
P) 888-299-6887
979-823-7431

2321 Westgate Ct., Ste B
Las Cruces, NM 88005
P) 575-523-1115
P) 888-662-6581
F) 575-525-2372

2001 Rutland Drive
Austin, TX 78758
P) 512-836-1611

		<p>F) 512-835-6067</p> <p>Winzer's A-1 Online building maintenance supply company has two full-service warehouse pickup and distribution locations in the State of Nevada located as follows:</p> <p>3650 E Post Rd Las Vegas, NV 89120 P) 702-385-7627 E) cslv@a-1online.com</p> <p>4795 Longley Lane Reno, NV 89502 P) 775-331-7627 E) csrno@a-1online.com</p>
	<p><i>Outline any other capabilities not already addressed.</i></p>	
	<p><i>Describe your company's capability to service agencies outside of geography/physical locations through an e-commerce platform.</i></p>	<p>Winzer has a proven record of E-Commerce abilities with the technology and support personnel to provide content deployment to our online catalog for the purpose of supporting the purchasing websites of the Participating States. Winzer updated its website infrastructure to include additional online ordering features that are now available through the integration of our new Oracle-based ERP. We anticipate full online ordering during 2024. Call center is available at this time.</p> <p>Customers that have been setup on the Winzer Corporation website will have full access to all Winzer Products. The only exception to this would be products that are not legal to sell in a specific City or State. Each customer will have access to:</p> <ul style="list-style-type: none"> • Ship-To Address Book • User Admin Console (to authorize unique users for specific accounts) • Budget Manager • Saved Orders Console • Invoice History (currently for orders placed via the website only) • Order History (currently for orders placed via the website only) • Order Approval (for certain self-managed accounts) • Wish Lists or Pre-populated lists

Multiple search options from narrow options to specific search criteria. Winzer's on-line search options work with a number of options from very broad to much more specific. For example, a customer searching for the word, "screw," can simply type in this word and hit enter. A refine search menu on the left of the screen will appear providing a number of criteria from which to choose. The option allows the user to choose a subcategory, if that is known (such as machine screw or cap screw), or something not quite as specific to a particular screw such as head style (such as flat, Phillips flat, etc.). The user can continue to select options to filter out what is not part of the search (Phillips flat screw will remove anything slotted, anything round or oval, etc.). The search can easily reduce the product count from over 1,000 down to 12 or less. In addition, the user has the option to choose how many products to include in a single display. Winzer offers display options in 12, 24, 48, or all.

Contract pricing for market basket items is displayed both on the single item view page as well as during the order entry processing/check out.

Winzer's cloud-based eCommerce Solution, puts the power of a robust B2B commerce experience to work for customers. This hosted solution, is securely developed in a flexible PCI-DSS certified cloud environment with the latest versions and updates. Users have access to efficiency tools such as a quick order pad or simple reorder from their order history to allow past purchasers and those familiar with their product identifiers to go from home page to check out in the least number of steps possible.

Winzer has a fully secure order system allowing customers to purchase from us through our website. We have a Saved order console allowing each ordering entity the ability to view the status of their order from the time it is received to tracking its delivery.

Customers currently can view order history and invoice history for orders placed via the website only. The Winzer ecommerce solution is not a self-register solution, as the business itself is not open to the public. Each user will be setup by Winzer Corporation. This will allow Winzer to associate the website user to the corporate-assigned customer number. Additionally, the customer number would be tied to the appropriate franchisee or business unit.

Online assistance is available during normal business hours (Mon-Fri 8am -5pm CST).

Each item on our website and catalog has a photograph/illustration, is provided with technical data, product usage and features, and those requiring a MSDS/SDS have a link at the part number level. Customers can see inventory to the warehouse they are assigned to. Future developments will enable them to see alternate warehouses, but the customer will not be able to order via multiple warehouses via the website. If the customer is set up as such on the ERP, that will happen outside the ecommerce platform.

<p>Response to emergency orders and maintenance repair/requests</p>	<p><i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i></p>	<p>A majority of our orders are electronically submitted by our sales representatives. Orders that are identified as urgent may be shipped using an express shipping service. Depending on the item, we may have our manufacturer/supplier drop ship directly to an end user as needed.</p>
	<p><i>Outline how you handle product returns and any warranties/product guarantees offered.</i></p>	<p>Winzer offers a customer satisfaction guarantee on all goods shipped from its warehouses. If a customer is not satisfied with their purchase, they may return (at their expense) the unused, resalable portion of their merchandise within 90 days for full refund. This policy, as it exists, is intended to be one that is fair and equitable to the franchise owner, the customer and Winzer. Should an incorrect product ship to our customer, Winzer will assume full responsibility for the return of this product and its replacement. Furthermore, Winzer stands behind its goods with significant product liability insurance. Winzer Corporation is committed to providing the highest quality automotive and industrial repair supplies and support services. Winzer's growth and stability in the marketplace has been based on a single principle: Great products and attentive service create lifetime customers. Winzer honors our manufacturers' warranties including full warranty for any product purchased by a Sourcewell member. There is no labor associated as part of our Sourcewell proposed offer.</p> <p>Winzer warrants that products delivered by Winzer will be free from defects in material or workmanship under normal use for a period of ninety (90) days after the date of delivery. It is the responsibility of the purchaser to return defective products within the warranty period. In the event Winzer determines that the products returned for warranty correction are not defective within the terms of the warranty, the purchaser shall be responsible for all costs of handling and transportation. Winzer's sole responsibility under the warranty shall be, at Winzer's option, to either repair or replace (using standard delivery service) any product that fails during the warranty period due to a defect in workmanship and/or material, provided the purchaser has promptly reported the same to Winzer in writing and Winzer has, upon inspection, found such products to be defective. This stated express warranty is in lieu of all liabilities or obligations of Winzer for damages arising out of or in connection with the delivery, use or performance of the Approved Winzer Products.</p>
<p>Integration with other platforms</p>	<p><i>Describe your company's ability to integrate with third party e-commerce platforms i.e. ESM, SAP, Jaggaer, and/or Ariba.</i></p>	<p>Currently work with Ariba and Jaggaer; Winzer's Oracle ERP has the ability to integrate with other 3rd party platforms.</p>
<p>Customer service/problem resolution</p>	<p><i>Describe your company's Customer Service Department (hours of operation, how you resolve</i></p>	<p>Winzer has a fully staffed, trained, and tenured customer service department. Customer service representatives are located at each of Winzer's US facilities encompassing all four US time zones. As Winzer has numerous government and commercial contract awards, our customer service support staff is well versed in identifying and</p>

	<p><i>issues, number of service centers, etc.).</i></p>	<p>meeting specific customer requirements that appear on purchase orders. Each representative has received training on how to properly handle all questions and resolve any problems that arise.</p> <p>Winzer's hours of operation are from 8 a.m. to 7 p.m. EST Monday through Friday (all representatives' hours of operation are from 8 a.m. to 5 p.m. in their respective time zone). During higher-than-average ordering days (typically around the middle and end of month), adjustments are made to standard operating hours to accommodate the increase in order volume, and when necessary, are extended beyond the standard end of operation for that time zone. All representatives may be reached through our toll-free telephone number of 800-527-4126, toll-free fax number of 800-867-7714, and customer service email of cs@winzerusa.com. In addition, each customer service has an individual email address, and all representatives have access to the customer service master email. The Customer Service Director monitors all incoming emails that are sent to individual service representatives who may be out of the office; if the Customer Service Director is also out of the office, then the Customer Service Supervisor or Lead monitors this email. Every business day has an assigned primary "lead" service representative dedicated to the monitoring, redirection, and response of all emails that are received in during that day. A secondary "lead" service representative monitors this master email when the Primary "lead" representative is on break or has left for the day.</p> <p>We have an office of operation located in three of the four Continental United States time zones and are open from 8 a.m. to 5 p.m. Eastern Time Zone in the Michigan Office, 7 a.m. to 5 p.m. Central Time Zone in Texas, and 8 a.m. to 5 p.m. Pacific Time Zone in the Nevada office. We have two remote office employees based in New York available from 7 a.m. to 5 p.m. EST. As the Mountain Time Zone falls between the Central and Pacific Time zones, Winzer can provide service management within its standard operating hours by phone, fax, and email. Outside the Continental United States, we can provide office customer service to the Aleutian and Alaskan Time zones until 4 p.m. PST; however, franchise business owners providing service within these time zones are able to respond 24/7. As the State of Massachusetts is considering a change in time zone from Eastern to Atlantic, should the Continental United States expand to five time zones, the New York remote staff will adjust its starting office hours accordingly. Should Puerto Rico participate in the Master Agreement award, and since it is on the Atlantic Time zone, Winzer can adjust its office hours to accommodate an earlier need for service.</p> <p>In addition to phone and email communication, Winzer has an automatically generated Ticket System for any phone calls received after business hours as well as any emails sent to several central department emails (such as customer service, product assistance, etc.). The ticket system generates an entry into a log for the company that creates required follow through for the department or individual sent to. The department heads monitor the tickets assigned within their departments for response time, thoroughness and completion, as well as any follow through required.</p> <p>Although every Participating Member ordering entity will have a dedicated franchise service representative that can be contacted 24/7 by cell phone, office phone, fax, and email, Winzer will have a dedicated contact established</p>
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		<p>for afterhours service requirements which will be provided at the time of notice of intent to award a Master Agreement with Sourcewell. In addition, our three Corporate Development Managers can be contacted 24/7 by cell phone and email with any emergency situations that may arise.</p> <p>Should a chemical or other product-related emergency occur, Winzer maintains a 24-hour Emergency Service contract with both Chemtrec and Infotrac. In addition, all MSDS/SDS can be found on our website, and all are labeled with specific telephone numbers to contact for emergency service.</p> <p>Franchise business owners normally establish min/max product levels with their customers as well as identify current and future project needs. Such information is communicated to our vendor base, and our internal purchasing procedures are modified to adjust for inventory review by vendor. By maintaining open communication between our sales force and office and the office to our vendors, we are able to meet customer order requirements and make adjustments as needed.</p>
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters</i>	Included with our proposal are 3 financial support documents demonstrating our financial strength and solvency. Uploaded as attachments are a current D&B, Balance Sheet (fiscal year ending July 2023), and Income Statement (fiscal year ending July 2023).
	<i>What was your annual sales volume over last three (3) years?</i>	2020 – \$96.5 Million 2021 – \$105.0 Million 2022 - \$ 105.5 Million
Contract implementation / Customer training	<i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i>	We do not distribute technology-related products; should an end user need hydraulic crimpers or key machines, the manufacturers are available for this training. Contact information/links are available upon request.
History of meeting products and services timeline	<i>Outline the process for timeline for product pickup, delivery, and any other applicable capabilities not already addressed.</i>	Catalog/in stock product – will ship within 24-48 hours or less Non-stock/off catalog – will place order with vendor and provide ETA within 24-48 hours; historically we’ve been able to deliver in 7-21 days

Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	Our standard usage reports include - Customer Name and Account Number, Customer Address, time period of report, total volume of purchases during time period of report, total number of orders during time period of report, average dollar value per order, Winzer part number and product description, standard package quantity, units purchased, last sell price, unit of measure, and date last purchased. The report can be provided by single customer name and number or for a collection of customers that fall within a specified set of parameters (such as by Participating State, Participating Entity, Select Products such as those awarded on the Master Agreement). These reports are available at no charge. Customized reports are available based on the criteria requested of each Participating State and Participating Entity at no charge.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	EMR – California (1.30), Michigan (.85), New York (.98); all other states (1.02) Winzer Corporation 2022 OSHA 300A Log for all locations uploaded as attachment.
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	www.winzer.com
	<i>Please provide a brief history of your company, including the year it was established.</i>	Winzer Corporation was founded in 1978 by Klaus Wuerth in Culver, California. Winzer, originally called International Metric Supply, provided hard-to-find fasteners and products for the booming import car repair market. In 1979 the company rapidly expanded by providing an extensive range of badly needed products to the U.S. market. Corporate headquarters were relocated to Dallas, Texas. This central location allowed the company to efficiently serve the entire country. During the 1980s, the company's marketing emphasis grew to include automotive repair supplies for domestic vehicles and collision repair. In 1984 Mr. Wuerth changed the name of the company to Winzer to coincide with the company's expanding focus. In the years that followed, the Winzer product line grew as Winzer penetrated the truck, fleet and industrial maintenance fields. In 1991 Winzer pioneered the first franchise program in the industry, dramatically changing the way fasteners were sold in the MRO market. For the first time, fastener sales professionals were given the opportunity to become independent business owners while still enjoying the networked support of a large company. In 1996 Winzer doubled in size within a three-year period fueled by the expansion of the franchise program. In 1998 Winzer's industrial and automotive product lines expanded to over 23,000 SKUs supplying customers in Industrial, Fleet, and Automotive markets. In 1999 Winzer recorded a record-breaking year in sales. With the expanded focus on new business development and the addition of thousands of new products, Winzer's product line expanded to over 30,000 products serving over 35,000 customers nationwide. 2003 achieved another sales milestone in Winzer's history with the implementation of a multi-million-dollar warehouse automation solution to increase efficiency and better serve its 35,000 national customers. Winzer's product line expanded to over 40,000 in stock items. 2004, another record-breaking sales period saw expansion of Winzer's product line to over 46,000 items. A

regional distribution center in Sparks, Nevada, opened to expedite services to west coast franchises and their customers. With sales growth continuing at record-breaking levels, in 2006 Winzer increased its product offering to over 50,000 stocked items. Construction began on a new 45,000 square foot east coast distribution center, designed to offer efficient order fulfillment to our east coast customers. In 2007 Winzer opened its east coast distribution center in Saginaw, Michigan. This new facility "rounded-out" Winzer's order fulfillment, providing 1–2-day shipping to the continental United States. Winzer's product line expanded to over 55,000 in stock items. In 2009 Winzer opened its Santa Fe Springs, California, distribution center to service OEM and bulk chemical customers on the west coast. Winzer implemented warehouse automation solutions to its Saginaw, Michigan and Spark, Nevada distribution centers. Winzer's product line expanded to over 60,000 in stock items. In 2016, Winzer acquired the assets of Chromate Industrial Corporation, a mid-sized supplier based in New York who serviced the needs of the MRO market for more than 50 years. The acquisition greatly expanded the Winzer product offering to more than 65,000 stocked items (including proprietary products that were exclusive to Chromate), added more than 60 tenured franchises with an additional 5,000 active customers, and transition of the Chromate New York State, Ohio State, and various other contract awards assignments. Office hours were expanded to 8 a.m. to 8 p.m. EST. In 2020 and 2021 Winzer acquired additional small businesses which enabled us to expand into the petroleum and renewable energy customer base. In 2021 Winzer finalized the conversion process rollout of our new Oracle-based ERP which included integration with our external Pepperi B2B sales platform utilized by our franchise business owners. In March 2022, Winzer began the transition process to the new ERP with our FastServ and A-1 locations. In May 2022, Winzer internal office employee support staff and the West Coast distribution locations including the Pepperi ordering functionality. In September 2022 the remaining two warehouse locations and all office employees at these locations will be using the new ERP. We chose to upgrade our website and online ordering experience to coordinate with the many growth expansion features of the Oracle-based ERP, and we are completing the transition with full functionality of the website restored in the 4th quarter calendar year of 2022. The current website is functional in all areas outside of online ordering which will be restored during the 4th quarter of 2022.

Winzer's business philosophy is simple; we provide service that works and seek out products that are designed to improve efficiencies in costs savings and production efforts. Service, Teamwork, Attitude, and Respect are core company values.

As a company, Winzer has serviced the MRO industrial marketplace for 44 years. More than half of our employees have been employed with Winzer for more than 10 years; at least 25% have been with Winzer for 20 to 30 years or more—a rarity in today's employment market, and yes, we have employees who have spent their entire career with Winzer including a few who have been here since our doors first opened. Our franchise business owners are seasoned as well. Many have a tenure of 25 or more years. In 2018, 33 new franchise business owners and permitted representatives joined our team. Winzer plans to continue to grow our market presence through improved warehousing automation solutions and facility expansion, addition of product solutions, and plans to

		convert our internal network to expedite order fulfillment and overall improve how we communicate as a company to each other as well as to our suppliers and customers.
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i>	We have not had a contract award, but we have provided vendor inventory management services and products to various school locations within the Richardson area including Region 10 ESC, contact Niki Mickow going back to 2021.
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i> <ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	<p>Executive Support – Casey Parmer, Director Government Sales. 20+ years MRO sales and service experience, in this role with Winzer for 2 years.</p> <p>Account Manager – Zach Hoffman, Inside Sales Manager – 10 years in sales, 2 years in sales management, all sales experience is in the MRO/Industrial Supply field, with Winzer more than 2 years.</p> <p>Contract Manager – Denise McKenna, Sr. Contract Administrator – 27+ years MRO contract maintenance experience, with Winzer 7-1/2 years.</p> <p>Marketing – Jason Looft, Vice President Marketing – 15+ years MRO product and technology experience, in this role with Winzer 3 years; previous role Director of Marketing 8 years.</p> <p>Billing/Reporting/AP – Nick Murray, 3 years in administrative work with Winzer and 3 years in warehousing operations. This is all in the MRO field, more than 6 years with Winzer.</p>
Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i>	<p>2020 - \$92,084,500</p> <p>2021 - \$102,831,600</p> <p>2022 - \$102,210,607</p>
	<i>What is your strategy to increase market share in the public sector?</i>	Co-ops, increase MWBE/SDVOSB participation, 400+ franchise business owners to push co-op opportunities, add franchise business owners.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	<p>In 2017 Winzer’s founder, Klaus Wuerth, sold Winzer Corporation to our current owner Shoreview Industries. As provided on our SAM Registration, our organizational structure is as follows:</p> <p>Reporting Entity Winzer Corporation, 4060 E. Plano Parkway, TX 75074 Officials of Winzer Corporation</p> <ul style="list-style-type: none"> • Trey B. Smart, CEO and President, • John M. Bacon, CFO, • Adam P. Reeves, VP and Director,

		<ul style="list-style-type: none"> • Thomas D’Ovidio, VP and Director. <ul style="list-style-type: none"> ○ Principle Owner of Winzer Corporation: <ul style="list-style-type: none"> ▪ Grade Eight Corp. <ul style="list-style-type: none"> • Delaware Corporation ▪ Ownership: 100% <ul style="list-style-type: none"> Principle Owner of Grade Eight Corp. <ul style="list-style-type: none"> ○ Grade 8 Holdings, LLC <ul style="list-style-type: none"> ▪ Delaware LLC ○ Ownership: 100%
<p>Minimum of 5 public sector customer references relating to the products and services within this RFP</p>	<p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i></p>	<p>Mr. Mike Taylor Department of Transportation 801 4th Street-Hwy 15 Tennille, GA 31089 P) 478-357-6166 E) mtaylor@gdot.ga.gov 10+ Years, Vendor-managed inventory of MRO products, annual sales - \$185,127</p> <p>Mr. Danny McKenzie Warehouse Supervisor, Facility Maintenance Division Orange County Facilities 400 E South Street Orlando, FL 32801-2816 P) 407-587-9809 E) danny.mckenzie@ocfl.net 10+ Years, Vendor-managed inventory of MRO products, average annual sales - \$279,082</p> <p><u>Ms. Rhonda Dowd</u> City of Hammond M V H 601 Conkey Street Hammond, IN 46324-1158 P) 219-853-6431 E) dowdr@gohammond.com 10+ Years, Vendor-managed inventory of MRO products, average annual sales - \$56,802</p> <p><u>Mr. Scott McKeown, Owner</u> RS Werks 103 West 1st Avenue</p>

		<p>Parkersburg, PA 19365-1256 P) 484-712-5044 E) scott@rswerks.com 10+ Years, Vendor-managed inventory of MRO products, average annual sales - \$11,087</p> <p><u>Mr. Rich Baker, HVAC Shop Lead</u> Borgata Hotel Casino & Spa One Borgata Way Atlantic City, NJ 08401 P) 609-839-5383 10+ Years, Vendor-managed inventory of MRO products, average annual sales - \$17,977</p> <p><u>Mr. Bill Zilen, Equipment Manager</u> Pennsylvania Dept of Transportation 2005 Swede Rd & Johnson Hwy Norristown, PA 19401 P) 610-275-2368 E) wzilen@pa.gov 10+ Years, Vendor-managed inventory of MRO products, average annual sales - \$22,804</p>
<p>Certifications in the Industry</p>	<p><i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications</i></p>	<p>None. Winzer is a self-certified Small Business under NAICS 423710. We do not meet any M/WBE, HUB, DVBE, disadvantaged, or other diverse business specifications.</p>

	<i>and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i>	
Company profile and capabilities	<i>Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.</i>	Winzer will primarily sell direct. Should a customer ask to purchase through a MBE, WBE, SDVOB, then the minority business would work with Winzer in obtaining the purchase order. Winzer would provide a price quotation to the minority business at contract pricing to ensure that the customer received the contract pricing. All purchase orders would be submitted to the Winzer salesperson for processing. Winzer would invoice the minority business for the product, and the minority business would in turn invoice the customer.
Other factors relevant to this section as submitted by the Respondent	<i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i>	Winzer is a privately-held organization. None of our Owners, Board Members or Executives have been convicted of a felony.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.	
MWBE Status and/or Program Capabilities (10 Points)		
MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE,</i>	Winzer Corporation meets the Federal SBE classification under NAICS 423710. We hold no diversity certifications outside of SBE. A number of our franchise business owners are certified as MBE, WBE, and SDVOSB.

	<p><i>DBE, DVBE, HUB, or HUBZone</i></p> <p><i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i></p>	<p>We do not currently have a Mentor Protégé Program. We are interested in researching this as a future program for Winzer. We do have MWBE/SDVOSB partnerships in place and work with these partners to grow existing and future contract opportunities. Primarily these relationships have been used in New York and Ohio. MWBE/SDVOSB certified companies are invited to join us in bidding opportunities, grow existing customer sales, and prospect potential customers. Each MWBE/SDVOSB has locations that are used as additional purchasing locations for Winzer product, and representatives of these organizations are invited to join Winzer franchise business owners on service calls. Winzer ships products to the ultimate end user, and the MWBE/SDVOSB receives the purchase order/places the order with Winzer/invoices the customer after the product has been shipped. Winzer provides the MWBE/SDVOSB with the end-user's selling price, and Winzer discounts this price to the MWBE/SDVOSB.</p>
<p>Please attach any certifications you have as part of your response to Form 6.</p>		
<p>Good faith efforts to involve MWBE subcontractors in response</p>	<p><i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i></p>	<p>Winzer makes ongoing efforts to establish MWBE/SDVOSB relationships with each State. Our current MWBE/SDVOSB partners are aware of this opportunity and are interested in participating/assisting whenever possible.</p>
<p>Demonstrated ongoing MWBE program</p>	<p><i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual</i></p>	<p>Winzer would be receptive to forming business partnerships with MWBEs and SDVOSBs based on customer referrals or obtaining a list of available MWBE/SDVOSB organizations that Equalis is aware of. In order to expand our MWBE/SDVOSB partnerships, Winzer would be interested in any list of certified minority businesses that Equalis may be aware of, ask users of an Equalis contract for any minority business they may already use/be familiar with. In addition, Winzer would work with our franchise business owners educating them on developing relationships and partnering with MWBE/SDVOSB companies within their area.</p>

	<p><i>MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i></p>	
<p>Commitment to Service Equalis Group Members (10 Points)</p>		
<p>Marketing plan, capability, and commitment</p>	<p><i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i></p>	<p>Our marketing team will coordinate with the corporate development and service teams to collaborate on content and develop specific marketing strategies to promote a Sourcewell Coop Contract Award. We currently have many digital and print assets used to train and promote our MRO offering to our network of over 400 franchisees and reps. As part of this effort, we will reach out to existing customers to have them share their experiences, we will expand on our “systems solutions” design gearing it more to a “how-to” content piece that will showcase how partnering with Winzer can make their lives easier and create efficiencies in buying and evaluating products for specific applications. We will take advantage of Facebook, Instagram, LinkedIn, and our website to promote this opportunity. Winzer added the Facebook, Instagram, and YouTube apps to our email signature lines and has been re-produced for franchise business owners who want to include these links as well in their email communications. We currently demo products on YouTube; we can experiment with this medium including testimonials and “getting to know Winzer through its office family” videos. We can consider stating we are a product Sourcewell Contract Vendor with our award number printed on our order acknowledgements, packing lists, and shipment packaging tape. As this will be an ongoing process, we’ll evaluate regularly and obtain feedback adjusting and modifying as necessary.</p> <p>Our initial communication piece will be a formal announcement from our President, Jon Kerr. This piece will be emailed to all employees and franchise business owners as well as posted on Facebook, Instagram, LinkedIn, and our website. We will evaluate press releases and other public announcements in various industry-specific trade journals.</p> <p>We have an extensive line of literature and communication pieces that we can adjust for Sourcewell members. Included with this response are Winzer’s Capability Statement, Line Card, State of New York Contract Award, Ohio University Product Highlight Brochure, Amtrak AAMP Award brochure, Covid-19 Protection Guide, Winzer Obsolete Product Form, Winzer Advantage Product Flier, and the Winzer System brochure.</p> <p>Additional product literature may be viewed by selecting our website link at Winzer Franchise Resource Center Winzer Corporation</p>
	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure</i></p>	<p>Upon notification of contract award, Winzer will communicate the award to both our franchise business owners and internal support team.</p> <p>Franchise business owners will receive an email notification that will include a link to the training toolbox on our website. The link will include all award notification documentation, how to use the contract award, eligible</p>

	<p><i>that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p>customers, participating MWBE/SDVOSB partners, pricing, freight, how to set up an eligible customer to receive the pricing/how to process their orders, etc. These procedures will explain how to set up the customer in their sales entry software, how to share the contract award with eligible customers, and where to go for additional support. The contract management team will make Zoom training sessions available for interactive training and address any questions that arise.</p> <p>Internally, Winzer's Customer Service Director will be notified of the contract award so that she can address specialized training with her team. Such training would include how to identify customer eligibility, Contract Code and where to populate in Winzer's ERP to ensure correct pricing is attached to the customer, how freight is handled, and how to answer any franchise and customer-related questions.</p>
	<p><i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i></p>	<p>Winzer agrees</p>
<p>Ability to manage a cooperative contract</p>	<p><i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i></p>	<p>Our standard usage reports include - Customer Name and Account Number, Customer Address, time period of report, total volume of purchases during time period of report, total number of orders during time period of report, average dollar value per order, Winzer part number and product description, standard package quantity, units purchased, last sell price, unit of measure, and date last purchased. The report can be provided by single customer name and number or for a collection of customers that fall within a specified set of parameters (such as by Participating State, Participating Entity, Select Products such as those awarded on the Master Agreement). These reports are available at no charge.</p> <p>Customized reports are available based on the criteria requested of each Participating State and Participating Entity at no charge.</p>
	<p><i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i></p>	<p>GSA GS-06F-0089S; State of New York PC70091, State of Arizona DOT, Dept of Defense Logistics Agency (DLA); Chester County Intermediate Unit Cooperative (schools within Pennsylvania), Lancaster-Lebanon Pennsylvania Schools Coop Award.</p>

<p>Commitment to supporting agencies to utilize the contract</p>	<p><i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i></p>	<p>Winzer would identify eligible users of the Equalis coop contract. Franchises currently selling eligible users would be notified of any existing customers that are eligible to use the coop award so that they could contact the existing customers and advise them of the new award. These customers would be set up with any internal changes (such as adding the contract price code) to their customer record.</p> <p>For new customers, franchises would be provided with eligible customer locations near their franchise service area. They would have the contract award and full scope of the program so that they could make initial contact with the new customer and set up a meeting to identify how Winzer would be able to help them manage their MRO inventory needs within the scope of the contract award.</p>																																																																																																																																																																
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i></p>	<p>Winzer has more than 400 franchise business owners, many of which employ permitted representatives. The link below will take Equalis to a map of all franchise business owner locations. The list below identifies location of franchise business owners by State, City. Winzer Franchises, Agents, and Locations - Google My Maps</p> <table border="1" data-bbox="569 581 1990 1403"> <thead> <tr> <th>CITY</th><th>STATE</th><th>CITY</th><th>STATE</th><th>CITY</th><th>STATE</th><th>CITY</th><th>STATE</th></tr> </thead> <tbody> <tr><td>Centreville</td><td>AL</td><td>Riverview</td><td>FL</td><td>Fort Ripley</td><td>MN</td><td>Dauphin</td><td>PA</td></tr> <tr><td>Cullman</td><td>AL</td><td>Riverview</td><td>FL</td><td>Golden Valley</td><td>MN</td><td>Erie</td><td>PA</td></tr> <tr><td>Delta</td><td>AL</td><td>Saint Johns</td><td>FL</td><td>Isanti</td><td>MN</td><td>Gilbertsville</td><td>PA</td></tr> <tr><td>Delta</td><td>AL</td><td>Sarasota</td><td>FL</td><td>Minneapolis</td><td>MN</td><td>Glenolden</td><td>PA</td></tr> <tr><td>Huntsville</td><td>AL</td><td>Satellite Beach</td><td>FL</td><td>Minnetoka</td><td>MN</td><td>Malvern</td><td>PA</td></tr> <tr><td>Pell City</td><td>AL</td><td>Satellite Beach</td><td>FL</td><td>St. Cloud</td><td>MN</td><td>Mt Pleasant</td><td>PA</td></tr> <tr><td>Silverhill</td><td>AL</td><td>Spring</td><td>FL</td><td>Waverly</td><td>MN</td><td>Orefield</td><td>PA</td></tr> <tr><td>Batesville</td><td>AR</td><td>Tampa</td><td>FL</td><td>Kansas City</td><td>MO</td><td>Pittsburgh</td><td>PA</td></tr> <tr><td>Mabelvale</td><td>AR</td><td>Venice</td><td>FL</td><td>Kirkwood</td><td>MO</td><td>Pittsburgh</td><td>PA</td></tr> <tr><td>Cottonwood</td><td>AZ</td><td>Wesley Chapel</td><td>FL</td><td>Lamar</td><td>MO</td><td>Sayre</td><td>PA</td></tr> <tr><td>Phoenix</td><td>AZ</td><td>West Palm Beach</td><td>FL</td><td>Pearl</td><td>MS</td><td>Telford</td><td>PA</td></tr> <tr><td>Phoenix</td><td>AZ</td><td>Weston</td><td>FL</td><td>Ridgeland</td><td>MS</td><td>Upper Black Eddy</td><td>PA</td></tr> <tr><td>Phoenix</td><td>AZ</td><td>Canton</td><td>GA</td><td>Bunnlevel</td><td>NC</td><td>Warminster</td><td>PA</td></tr> <tr><td>Prescott Valley</td><td>AZ</td><td>Cleveland</td><td>GA</td><td>Charlotte</td><td>NC</td><td>West Chester</td><td>PA</td></tr> <tr><td>Scottsdale</td><td>AZ</td><td>Cumming</td><td>GA</td><td>Chocowinity</td><td>NC</td><td>Bayamon</td><td>PR</td></tr> <tr><td>Tucson</td><td>AZ</td><td>Dallas</td><td>GA</td><td>Farmville</td><td>NC</td><td>Bayamon</td><td>PR</td></tr> <tr><td>Tucson</td><td>AZ</td><td>Danielsville</td><td>GA</td><td>Goldsboro</td><td>NC</td><td>Columbia</td><td>SC</td></tr> <tr><td>Tuscon</td><td>AZ</td><td>Gainesville</td><td>GA</td><td>Goldsboro</td><td>NC</td><td>Columbia</td><td>SC</td></tr> <tr><td>Auburn</td><td>CA</td><td>Gray</td><td>GA</td><td>Greensboro</td><td>NC</td><td>Columbia</td><td>SC</td></tr> </tbody> </table>	CITY	STATE	CITY	STATE	CITY	STATE	CITY	STATE	Centreville	AL	Riverview	FL	Fort Ripley	MN	Dauphin	PA	Cullman	AL	Riverview	FL	Golden Valley	MN	Erie	PA	Delta	AL	Saint Johns	FL	Isanti	MN	Gilbertsville	PA	Delta	AL	Sarasota	FL	Minneapolis	MN	Glenolden	PA	Huntsville	AL	Satellite Beach	FL	Minnetoka	MN	Malvern	PA	Pell City	AL	Satellite Beach	FL	St. Cloud	MN	Mt Pleasant	PA	Silverhill	AL	Spring	FL	Waverly	MN	Orefield	PA	Batesville	AR	Tampa	FL	Kansas City	MO	Pittsburgh	PA	Mabelvale	AR	Venice	FL	Kirkwood	MO	Pittsburgh	PA	Cottonwood	AZ	Wesley Chapel	FL	Lamar	MO	Sayre	PA	Phoenix	AZ	West Palm Beach	FL	Pearl	MS	Telford	PA	Phoenix	AZ	Weston	FL	Ridgeland	MS	Upper Black Eddy	PA	Phoenix	AZ	Canton	GA	Bunnlevel	NC	Warminster	PA	Prescott Valley	AZ	Cleveland	GA	Charlotte	NC	West Chester	PA	Scottsdale	AZ	Cumming	GA	Chocowinity	NC	Bayamon	PR	Tucson	AZ	Dallas	GA	Farmville	NC	Bayamon	PR	Tucson	AZ	Danielsville	GA	Goldsboro	NC	Columbia	SC	Tuscon	AZ	Gainesville	GA	Goldsboro	NC	Columbia	SC	Auburn	CA	Gray	GA	Greensboro	NC	Columbia	SC
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		Chatsworth	CA	Hawkinsville	GA	Hampstead	NC	Easley	SC
		Chino Hills	CA	Juliette	GA	Matthews	NC	Graniteville	SC
		Chula Vista	CA	LaFayette	GA	Mebane	NC	Little Mountain	SC
		Covina	CA	LaGrange	GA	Mebane	NC	Longs	SC
		Dana Point	CA	Lagrange	GA	Moorehead City	NC	Myrtle Beach	SC
		El Cajon	CA	Loganville	GA	Nashville	NC	Belle Fourche	SD
		El Cajon	CA	Luthersville	GA	Nashville	NC	Rapid City	SD
		Foster City	CA	McDonough	GA	Raleigh	NC	Cordova	TN
		Glendale	CA	Mineral Bluff	GA	Statesville	NC	Humboldt	TN
		Hacienda Heights	CA	Mt Airy	GA	Summerfield	NC	Knoxville	TN
		Hawthorne	CA	Murrayville	GA	Winston-Salem	NC	Pleasant View	TN
		Hidden Valley Lake	CA	Newnan	GA	Winston-Salem	NC	White House	TN
		Julian	CA	Newnan	GA	Hastings	NE	Abilene	TX
		La Mesa	CA	Savannah	GA	Lincoln	NE	Alba	TX
		La Mesa	CA	Smyrna	GA	Omaha	NE	Alvin	TX
		Laguna Woods	CA	Watkinsville	GA	Manchester	NH	Bacliff	TX
		Lake Forest	CA	Waycross	GA	Beachwood	NJ	Beaumont	TX
		Lakeside	CA	Waianae	HI	Lindewold	NJ	Boerne	TX
		Lincoln	CA	Boise	ID	Martinsville	NJ	Boerne	TX
		Long Beach	CA	Antioch	IL	Martinsville	NJ	Boerne	TX
		Los Angeles	CA	Aurora	IL	Monroe Township	NJ	Bulverde	TX
		Marina Del Rey	CA	Chicago	IL	Morganville	NJ	Canadian	TX
		Menifee	CA	Dixon	IL	Point Pleasant	NJ	College Station	TX
		Mira Loma	CA	Elmwood Park	IL	Somerset	NJ	El Paso	TX
		Murrieta	CA	Grafton	IL	South River	NJ	Garland	TX
		Newhall	CA	Johnsburg	IL	West Deptford	NJ	Gladewater	TX
		Northridge	CA	Lincolnshire	IL	Farmington	NM	Grapevine	TX
		Novato	CA	Marsellies	IL	Rio Rancho	NM	Greenville	TX
		Oakley	CA	Momence	IL	Las Vegas	NV	Hillsboro	TX
		Orange	CA	Morton Grove	IL	Las Vegas	NV	Hillsboro	TX
		Orangevale	CA	Mount Morris	IL	Las Vegas	NV	Houston	TX
		Paso Robles	CA	Norridge	IL	Las Vegas	NV	Houston	TX

		Pleasant Hill	CA	Ogden	IL	Las Vegas	NV	Houston	TX
		Sacramento	CA	Park Ridge	IL	Alton	NY	Houston	TX
		San Clemente	CA	Pekin	IL	Argyle	NY	Hurst	TX
		San Diego	CA	Round Lake	IL	Arkport	NY	Lake Dallas	TX
		San Diego	CA	W Dundee	IL	Canandaigua	NY	Lindale	TX
		San Jose	CA	West Dundee	IL	Chatham	NY	Mansfield	TX
		San Jose	CA	Westmont	IL	Dix Hills	NY	Mansfield	TX
		San Jose	CA	Fort Wayne	IN	Endwell	NY	Midlothian	TX
		San Marcos	CA	Ft Wayne	IN	Fayetteville	NY	Millersview	TX
		San Ramon	CA	Nashville	IN	Hillsborough	NY	Millersview	TX
		Saugus	CA	Shelbyville	IN	Lake Grove	NY	New Branfels	TX
		Soledad	CA	Terre Harte	IN	Mahopac	NY	New Braunfels	TX
		Sunol	CA	Terre Haute	IN	New York	NY	New Braunfels	TX
		Tracy	CA	Vincennes	IN	Peekskill	NY	New Braunfels	TX
		Venice	CA	Augusta	KS	Poughkeepsie	NY	Odessa	TX
		Wildomar	CA	Bel Aire	KS	Rochester	NY	Pearland	TX
		Woodland Hills	CA	Salina	KS	Rome	NY	Pilot Point	TX
		Grand Junction	CO	Stanley	KS	South Huntington	NY	Red Oak	TX
		Greenwood Village	CO	Sterling	KS	White Plains	NY	Rockwall	TX
		Lafayette	CO	Wichita	KS	Aurora	OH	San Antonio	TX
		Longmont	CO	Yates Center	KS	Delaware	OH	San Antonio	TX
		Bristol	CT	Ama	LA	Dublin	OH	San Antonio	TX
		Rocky Hill	CT	Walker	LA	Huron	OH	Slaton	TX
		Somers	CT	Lakeville	MA	Kirtland	OH	Stephenville	TX
		Stratford	CT	Longmeadow	MA	Logan	OH	Sugarland	TX
		Selbyville	DE	Marlborough	MA	Lorain	OH	Tyler	TX
		Wilmington	DE	Mattapoissett	MA	Mentor	OH	Tyler	TX
		Anthony	FL	Medford	MA	North Royalton	OH	Waxahachie	TX
		Bellevue	FL	Newton	MA	Sabina	OH	Kaysville	UT
		Bradenton	FL	North Reading	MA	Uniontown	OH	Orem	UT
		Cantonment	FL	Rockland	MA	Broken Arrow	OK	West Valley City	UT
		Cape Coral	FL	So. Weymouth	MA	Claremore	OK	Ashland	VA

		Casselberry	FL	W Bridgewater	MA	El Reno	OK	Fredericksburg	VA
		Cooper City	FL	Westwood	MA	Elk City	OK	Glen Allen	VA
		Hollywood	FL	Bethesda	MD	Elk City	OK	Midlothian	VA
		Jacksonville	FL	Cordova	MD	Elk City	OK	Stafford	VA
		Jacksonville	FL	Mt. Airy	MD	Fairland	OK	Virginia Beach	VA
		Kissimmee	FL	Odenton	MD	Grove	OK	Waterbury	VT
		Lake Mary	FL	Temple	ME	Mannford	OK	West Rutland	VT
		Lake Mary	FL	Alto	MI	Shady Point	OK	Centralia	WA
		Live Oak	FL	Charlotte	MI	Weatherford	OK	Lind	WA
		Montverde	FL	Dryden	MI	Weatherford	OK	McKenna	WA
		Montverde	FL	Essexville	MI	Yukon	OK	Sedro Woolley	WA
		New Smyrna Beach	FL	Howell	MI	Yukon	OK	Snohomish	WA
		North Port	FL	Ira	MI	Yukon	OK	Snohomish	WA
		Ocala	FL	Kawkawlin	MI	Yukon	OK	Vancouver	WA
		Ocala	FL	Milford	MI	Medford	OR	Altoona	WI
		Ocala	FL	Pleasant Lake	MI	Tigard	OR	Nekoosa	WI
		Orlando	FL	Posen	MI	Troutdale	OR	Pewaukee	WI
		Orlando	FL	Westland	MI	Blandon	PA	Sun Prairie	WI
		Orlando	FL	East Gull Lake	MN	Chester Springs	PA		

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Winzer is registered to do business in all 50 States and the District of Columbia. We are a self-certified Small Business with NAICS Code 423170. We do not meet a M/WBE, HUB, DVBE, or any other diverse business certification.

PROPOSAL FORM 4: CLEAN AIR WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Winzer Corporation

Title of Authorized Representative: Inside Sales Manager

Mailing Address: 4060 E Plano Parkway, Plano, TX 75074

Signature: 


PROPOSAL FORM 5: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Winzer Corporation

Title of Authorized Representative: Inside Sales Manager

Mailing Address: 4060 E Plano Parkway, Plano, TX 75074

Signature:  _____

PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

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

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



Signature of Respondent

11/7/23

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor’s Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.


Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

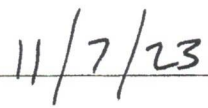
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.



Signature of Respondent



Date

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

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

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

VENDOR Winzer Corporation

ADDRESS 4060 E Plano Parkway
Plano, TX 75074

PHONE 214-341-2122

FAX 214-348-7714

RESPONDANT



Signature

Zachary Hoffmann

Printed Name

Inside Sales Manager

Position with Company

AUTHORIZING OFFICIAL

Signature

Printed Name

Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission’s website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission’s filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

11/7/2023 – Winzer has completed and filed Form 1295 with a number of schools including North East Independent School District, Waxahachie Independent School District, and Carrollton-Farmers Branch ISD.

Winzer will be happy to complete and file a Form 1295 for any individual entity requiring it or an all-encompassing Governmental Entity/State Agency as required by an Equalis Contact Award.

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree? JK
(Initials of Authorized Representative)

TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree? JK
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "resident Bidder"
- I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

<u>WINZER CORPORATION</u>	<u>4060 EAST PLANO PARKWAY</u>	
Company Name	Address	
<u>PLANO</u>	<u>TX</u>	<u>75074</u>
City	State	Zip

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

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

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree? 3K
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree? JK
(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? JK
(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? 3R
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Does vendor agree? 3R
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

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

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? 3R
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? 3R

(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? JK

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

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

Does vendor agree? JK

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year 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.

Does vendor agree? 3A

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? 3A

(Initials of Authorized Representative)

12. Domestic Preference

Vendor must be prepared to provide a comprehensive list of the number of goods, products, and/or materials (including but not limited to iron, aluminum, steel, cement, and other manufactured products) being used for specific purchase orders under the contract award which were produced in the United States upon request to Region 10 ESC or any Equalis member who intends to use this contract with federal funds.

Does vendor agree? 3A

(Initials of Authorized Representative)

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree? 3A

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? JK
(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

Does vendor agree? JK
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Winzer Corporation

Company Name
Zachary Hoffmann

Signature of Authorized Company Official

Zachary Hoffmann

Printed Name

Inside Sales Manager

Title
11/7/23

Date

PROPOSAL FORM 13: FEMA REQUIREMENTS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All respondents submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Respondent should certify Respondent's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, Region 10 ESC will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Access to Records*

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Respondent agree? *JA*
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

Does Respondent agree? *JA*
(Initials of Authorized Representative)

2. *Changes*

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree? *JA*
(Initials of Authorized Representative)

3. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree? *JA*
(Initials of Authorized Representative)

4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree? *JA*
(Initials of Authorized Representative)

5. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Respondent agree? *JA*
(Initials of Authorized Representative)

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

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Respondent agree? *JA*
(Initials of Authorized Representative)

7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree? *JA*
(Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree? *JK*
(Initials of Authorized Representative)

PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

AZ Compliance with Federal and state requirements: Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ Compliance with workforce requirements: Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility: By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona): For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.


Signature of Respondent

11/7/23
Date

PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

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

Company Name: Winzer Corporation
Street: 4060 E Plano Parkway
City, State, Zip Code: Plano, TX 75074

Complete as appropriate:

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

OR:

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

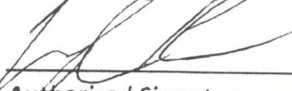
OR:

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

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

Name	Address	Interest
None		

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



Director of Government Sales
Authorized Signature and Title

11/7/2023

Date

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT

Company Name: Winzer Corporation
Street: 4060 E Plano Parkway
City, State, Zip Code: Plano, TX 75074

State of Texas

County of Colin

I, Zachary Hoffmann of the City of Plano
Name City

in the County of Collin, State of Texas of full age, being duly sworn according to law on my oath depose and say that:

I am the Inside Sales Manager of the firm of Winzer Corporation
Title Company Name

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

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

Winzer Corporation
Company Name

Zachary Hoffmann INSIDE SALES MANAGER
Authorized Signature & Title

Subscribed and sworn before me

this 7th day of November 2023

Peggy Gostnell
Notary Public of Texas

My commission expires 6/25, 2027

SEAL



PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Winzer Corporation

Street: 4060 E Plano Parkway

City, State, Zip Code: Plano, TX 75074

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:


- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
- 2. A photo copy of their Certificate of Employee Information Report _____
OR
- 3. A complete Affirmative Action Employee Information Report (AA302) _____ **X**

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education _____

B. Approved Federal or New Jersey Plan – certificate enclosed _____ **X**

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

 INSIDE SALES MANAGER
Authorized Signature and Title

11/7/23
Date

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

Signature of Procurement Agent

Denise McKenna
for Winzer Corporation
11/14/2023

PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
 1. of the public entity awarding the contract
 2. of that county in which that public entity is located
 3. of another public entity within that county
 4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	Winzer Corporation		
Address:	4060 E Plano Parkway		
City:	Plano	State:	TX
		Zip:	75074

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


Signature

Zachary Hoffmann
Printed Name

Inside Sales Manager
Title

Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Not Applicable			\$0.00

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Sole Proprietorship

Limited Liability

Corporation

Limited Partnership

Partnership

Limited Liability

Subchapter S

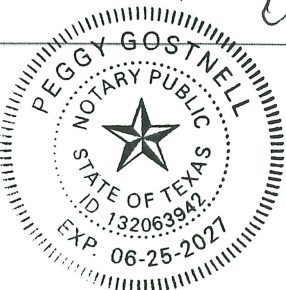
Corporation

Corporation

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>14th</u> day of <u>NOVEMBER</u> , 20 <u>23</u>	
(Notary Public) <u>Peggy Gostnell</u>	 _____ (Affiant)
My Commission expires: <u>06/27</u>	<u>Casey Parmer, Director of Government Sales</u> (Print name & title of affiant)
(Corporate Seal)	



PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**



Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.



Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. (Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

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

(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

11/8/2023
Date

Zach Hoffmann Inside Sales Manager
Authorized Signature & Title



Did you sign the vendor contract and signature form? **If not, your Proposal will be rejected.**

Region 10 will negotiate any exceptions and both parties will agree upon which exceptions will be accepted or altered before the Region 10 board votes to accept or reject the proposals.



Winzer Corporation Support Documents

- NJ Form AA302
- Code of Federal Regulations (Non-Manufacturer Small Business Concern)
- OSHA 300A Logs

- Dun & Bradstreet
- Balance Sheet
- Income Statement

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 95-3152321	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input checked="" type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 190
4. COMPANY NAME Winzer Corporation		
5. STREET 4060 E Plano Parkway	CITY Plano	COUNTY Collin
STATE TX	ZIP CODE 75074	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NA		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 99		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY	COUNTY	STATE
ZIP CODE		

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE*****					***** FEMALE*****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	8	6	2	0	0	0	0	6	0	0	0	0	2
Professionals	28	16	12	2	1	1	3	9	2	1	0	2	7
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	25	19	6	0	8	0	0	11	0	2	0	0	4
Office & Clerical	64	28	36	1	8	0	0	17	3	6	0	0	26
Craftworkers (Skilled)	2	2	0	0	1	0	0	1	0	0	0	0	0
Operatives (Semi-skilled)	29	25	4	3	11	0	1	6	0	1	0	1	2
Laborers (Unskilled)	34	11	23	2	2	0	1	6	1	10	0	2	10
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	190	107	83	8	31	1	5	57	6	20	0	5	51
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 12/5/21 To: 12/18/21		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Zachary Hoffmann	SIGNATURE <i>Zach Hoffmann</i>	TITLE Inside Sales Manager	DATE MO DAY YEAR 11 07 2023
17. ADDRESS NO. & STREET 4060 E Plano Parkway	CITY Plano	COUNTY Collin	STATE TX
ZIP CODE 75074	PHONE (AREA CODE, NO., EXTENSION) 214 - 341 - 2122		

§121.406 How does a small business concern qualify to provide manufactured products or other supply items under a small business set-aside, service-disabled veteran-owned small business, HUBZone, WOSB or EDWOSB, or 8(a) contract?

(a) *General.* In order to qualify as a small business concern for a small business set-aside, service-disabled veteran-owned small business set-aside or source contract, HUBZone set-aside or sole source contract, WOSB or EDWOSB set-aside or sole source contract, 8(a) set-aside or sole source contract, partial set-aside, or set aside of an order against a multiple award contract to provided manufactured products or other supply items, an offeror must either:

(1) Be the manufacturer or producer of the end item being procured (and the end item must be manufactured or produced in the United States); or

(2) Comply with the requirements of paragraph (b), (c) or (d) of this section as a nonmanufacturer, a kit assembler or a supplier under Simplified Acquisition Procedures.

→ (b) *Nonmanufacturers.* (1) A firm may qualify as a small business concern for a requirement to provide manufactured products or other supply items as a nonmanufacturer if it:

(i) Does not exceed 500 employees;

(ii) Is primarily engaged in the retail or wholesale trade and normally sells the type of item being supplied;

(iii) Takes ownership or possession of the item(s) with its personnel, equipment or facilities in a manner consistent with industry practice; and

(iv) Will supply the end item of a small business manufacturer, processor or producer made in the United States, or obtains a waiver of such requirement pursuant to paragraph (b)(5) of this section.

(2) For size purposes, there can be only one manufacturer of the end item being acquired. The manufacturer is the concern which, with its own facilities, performs the primary activities in transforming inorganic or organic substances, including the assembly of parts and components, into the end item being acquired. The end item must possess characteristics which, as a result of mechanical, chemical or human action, it did not possess before the original substances, parts or components were assembled or transformed. The end item may be finished and ready for utilization or consumption, or it may be semifinished as a raw material to be used in further manufacturing. Firms which perform only minimal operations upon the item being procured do not qualify as manufacturers of the end item. Firms that add substances, parts, or components to an existing end item to modify its performance will not be considered the end item manufacturer where those identical modifications can be performed by and are available from the manufacturer of the existing end item:

(i) SBA will evaluate the following factors in determining whether a concern is the manufacturer of the end item:

(A) The proportion of total value in the end item added by the efforts of the concern, excluding costs of overhead, testing, quality control, and profit;

(B) The importance of the elements added by the concern to the function of the end item, regardless of their relative value; and

(C) The concern's technical capabilities; plant, facilities and equipment; production or assembly line processes; packaging and boxing operations; labeling of products; and product warranties.

(ii) Firms that provide computer and other information technology equipment primarily consisting of component parts (such as motherboards, video cards, network cards, memory, power supplies, storage devices, and similar items) who install components totaling less than 50% of the value of the end item are generally not considered the manufacturer of the end item.

(3) The nonmanufacturer rule applies only to procurements that have been assigned a manufacturing or supply NAICS code, or the Information Technology Value Added Resellers (ITVAR) exception to NAICS code 541519. The nonmanufacturer rule does not apply to contracts that have been assigned a service (except for the ITVAR exception to NAICS code 541519), construction, or specialty trade construction NAICS code.

(4) The nonmanufacturer rule applies only to the supply component of a requirement classified as a manufacturing, supply, or ITVAR contract. If a requirement is classified as a service contract, but also has a supply component, the nonmanufacturer rule does not apply to the supply component of the requirement. The rental of an item(s) is a service and should be treated as such in the application of the nonmanufacturer rule and the limitation on subcontracting.

Example 1 to paragraph (b)(4). A procuring agency seeks to acquire computer integration and maintenance services. Included within that requirement, the agency also seeks to acquire some computer hardware. If the procuring agency determines that the principal nature of the procurement is services and classifies the procurement as a services procurement, the nonmanufacturer rule does not apply to the computer hardware portion of the requirement. This means that while a contractor must meet the applicable

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Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types			
Total number of . . . (M)	(1) Injuries	(4) Poisonings	(6) All other illnesses
0	0	0	0
0	0	0	0
0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-5364, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Austin

Street 2001 Rutland Drive

City Austin State TX Zip 78758

Industry description (e.g., *Manufacture of motor truck trailers*)

North American Industrial Classification (NAICS), if known (e.g., 336212)

4 2 3 8 0 0

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 3

Total hours worked by all employees last year 6,547.00

Sign here [Signature]

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive [Signature] Title CFO
 Phone 214-341-2122 Date 1/18/23

Reset

Summary of Work-Related Injuries and Illnesses



Year 2022

Form approved OMB no. 1218-0176

Number of Cases

Total number of deaths _____ Total number of cases with days away from work _____ Total number of cases with job transfer or restriction _____ Total number of other recordable cases _____

Number of Days

Total number of days away from work _____ Total number of days of job transfer or restriction _____

Injury And Illness Types

Total number of... (M) _____ (K) _____ (L) _____

(1) Injuries _____ (4) Poisonings _____ 0

(2) Skin disorders _____ (5) Hearing loss _____ 0

(3) Respiratory conditions _____ (6) All other illnesses _____ 0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Establishment Information

Your establishment name **Brownsville**
City Brownsville State TX Zip 78521

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR
North American Industrial Classification (NAICS), if known (e.g., 336212)
423800

Employment Information

Annual average number of employees 4

Total hours worked by all employees last year 7662

Sign here
Knowing falsifying this document may result in fine

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete

Shundee CTO
Company executive Title CTO

Phone 214-341-2122 Date 1/18/23

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

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Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

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Number of Cases

Total number of deaths	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types

Total number of . . . (M)	(4) Poisonings	0
(1) Injuries	(5) Hearing loss	0
(2) Skin disorders	(6) All other illnesses	0
(3) Respiratory conditions		

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Establishment Information

Your establishment name Bryan

Street 1214 S Texas Ave

City Bryan State TX Zip 77803

Industry description (e.g., *Manufacture of motor truck trailers*)

North American Industrial Classification (NAICS), if known (e.g., 336212)

4 2 3 8 0 0

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 5

Total hours worked by all employees last year 12,542.00

Sign here *[Signature]*

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive [Signature] Title COO
Phone 214-341-2122 Date 1/19/23

Reset

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . .	(M)	(4) Poisonings	0
(1) Injuries	0	(5) Hearing loss	0
(2) Skin disorders	0	(6) All other illnesses	0
(3) Respiratory conditions	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment Information

Your establishment name Corpus Christi
 Street 4822 Baldwin Blvd
 City Corpus Christi State TX Zip 78408
 Industry description (e.g., *Manufacture of motor truck trailers*)
 North American Industrial Classification (NAICS), if known (e.g., 336212)

4	2	3	8	0	0
---	---	---	---	---	---

Employment Information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 5
 Total hours worked by all employees last year 9,165.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive [Signature] Title CEO
 Phone 214-341-2122 Date 1/18/23

Reset



Summary of Work-Related Injuries and Illnesses

Form approved OMB no. 1218-0176

Year 2022

Number of Cases

Total number of deaths _____ Total number of cases with job transfer or restriction _____ Total number of other recordable cases _____

0 _____ 0 _____ 1 _____
(G) (H) (I) (J)

Number of Days

Total number of days away from work _____ Total number of days of job transfer or restriction _____

0 _____ 180 _____
(K) (L)

Injury And Illness Types

Total number of... (M)

(1) Injuries _____ (4) Poisonings _____ 0
(2) Skin disorders _____ (5) Hearing loss _____ 0
(3) Respiratory conditions _____ (6) All other illnesses _____ 0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Establishment Information

Your establishment name **Laredo**
City Laredo State TX Zip 78040

Industry description (e.g., Manufacture of motor truck trailers)
Wholesale Distribution

Standard Industrial Classification (SIC), if Known (e.g., 3715)

OR
North American Industrial Classification (NAICS), if Known (e.g., 336212)
4238

Employment Information

Annual average number of employees 3

Total hours worked by all employees last year 6529

Sign here _____
Knowing falsifying this document may result in fine

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete

Schmidt Ben CFO
Company executive Title

Phone 214.341.2122 Date 1/18/23

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

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Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration



Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

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Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types			
Total number of . . .	(1) Injuries	(4) Poisonings	(5) Hearing loss
(M)	0	0	0
(2) Skin disorders	0	0	0
(3) Respiratory conditions	0	0	0
(6) All other illnesses	0	0	0

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Establishment Information

Your establishment name Las Cruces

Street 2321 Westgate Ct B

City Las Cruces State NM Zip 88005

Industry description (e.g., *Manufacture of motor truck trailers*)

North American Industrial Classification (NAICS), if known (e.g., 336212)

423800

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 2

Total hours worked by all employees last year 3,446.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive [Signature] Title CFO

Phone 214-341-2122 Date 1/18/23

Reset

Summary of Work-Related Injuries and Illnesses

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Number of Cases			
Total number of deaths	Total number of cases away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types			
Total number of . . .	(1) Injuries	(4) Poisonings	(5) Hearing loss
(M)	0	0	0
(2) Skin disorders	0	0	0
(3) Respiratory conditions	0	0	0
(6) All other illnesses	0	0	0

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Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and to review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-5644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the [free Adobe PDF Reader](#).

Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration



Form approved OMB no. 1218-0176

Establishment Information

Your establishment name Las Vegas

Street 3650 Post Road Ste E

City Las Vegas State NV Zip 89120

Industry description (e.g., *Manufacture of motor truck trailers*)

North American Industrial Classification (NAICS), if known (e.g., 336212)

4 2 3 8 0 0

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 10

Total hours worked by all employees last year 19,477.00

Sign here [Signature]

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive [Signature] Title CEO

Phone 214-341-2122 Date 1/18/23

Reset

Summary of Work-Related Injuries and Illnesses



Year 2022

Form approved OMB no. 1218-0176

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restrictor
0	2
(K)	(L)

Injury And Illness Types

Total number of...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	1	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Establishment Information

Your establishment name **Pharr**
City Pharr State TX Zip 78577

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR
North American Industrial Classification (NAICS), if known (e.g., 336212)
423800

Employment Information

Annual average number of employees 3

Total hours worked by all employees last year 5481

Sign here
Knowing falsifying this document may result in fine

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete

Samuel W. Bacon CFO
Company executive Title

Phone 214-341-2122 Date 1/18/23

Summary of Work-Related Injuries and Illnesses



Year 2022

Form approved OMB no. 1218-0176

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	2	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	68
(K)	(L)

Injury And Illness Types

Total number of...	(M)	(N)	(O)	(P)	(Q)
(1) Injuries	2	(4) Poisonings	0		
(2) Skin disorders	0	(5) Hearing loss	0		
(3) Respiratory conditions	0	(6) All other illnesses	1		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Establishment Information

Your establishment name **Plano**
City Plano State TX Zip 75074

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
423800

Employment Information

Annual average number of employees 102

Total hours worked by all employees last year 21771

Sign here *[Signature]*

Knowingly falsifying this document may result in fine

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete

John D. Burr CFO
Company executive Title

Phone 214-341-2122 Date 1/18/23

Summary of Work-Related Injuries and Illnesses



Year 2022

Form approved OMB no. 1218-0176

Number of Cases

Total number of deaths _____ Total number of cases with job transfer or restriction _____ Total number of other recordable cases _____

0 _____ 3 _____ 0 _____ 0 _____
(G) (H) (I) (J)

Number of Days

Total number of days away from work _____ Total number of days of job transfer or restriction _____

91 _____ 0 _____
(K) (L)

Injury And Illness Types

Total number of...

(M)

(1) Injuries 3 (4) Poisonings 0
(2) Skin disorders 0 (5) Hearing loss 0
(3) Respiratory conditions 0 (6) All other illnesses 0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Establishment Information

Your establishment name **Reno**

City Reno State NV Zip 89502

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if Known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if Known (e.g., 336212)
423800

Employment Information

Annual average number of employees 35479

Total hours worked by all employees last year 18

Sign here

Knowing falsifying this document may result in fine

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete

[Signature]
Company executive Title CFO

Phone 214-341-2122 Date 1/18/23

Summary of Work-Related Injuries and Illnesses



Year 2022

Form approved OMB no. 1218-0176

Number of Cases

Total number of deaths	Total number of cases with job transfer or restriction	Total number of days away from work	Total number of other recordable cases
0	1	0	1
(G)	(I)	(H)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	21
(K)	(L)

Injury And Illness Types

Total number of...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	1	0	0	0	0	1

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Establishment Information

Your establishment name **Saginaw**

City **Saginaw** State **MI** Zip **78601**

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
423800

Employment Information

Annual average number of employees **18**

Total hours worked by all employees last year **4759**

[Signature]

Sign here
Knowing falsifying this document may result in fine

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete

[Signature]
Company executive Title **CFO**

Phone **214-341-2122** Date **1/18/23**



Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the [free Adobe PDF Reader](#).

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days	
Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types			
Total number of . . .	(1) Injuries	(4) Poisonings	(5) Hearing loss
(M)	0	0	0
(2) Skin disorders	0	(6) All other illnesses	0
(3) Respiratory conditions	0		0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name San Antonio

Street 200 Brooklyn Ave

City San Antonio State TX Zip 78215

Industry description (e.g., *Manufacture of motor truck trailers*) _____

North American Industrial Classification (NAICS), if known (e.g., 336212)

4 2 3 8 0 0

Employment Information

(If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 9

Total hours worked by all employees last year 20,405.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Title CEO

Company executive

Phone 214.341.2122 Date 1/18/23

Reset

Summary of Work-Related Injuries and Illnesses



Year 2022

Form approved OMB no. 1218-0176

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
180	93
(K)	(L)

Injury And Illness Types

Total number of... (M)	(1) Injuries	(4) Poisonings	(5) Hearing loss	(6) All other illnesses conditions
	1	0	0	0
	(2) Skin disorders	(3) Respiratory conditions		
	0	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Establishment Information

Your establishment name **Sant Fe Springs**

City Santa Fe Springs State CA Zip 90670

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if Known (e.g.,3715)

OR

North American Industrial Classification (NAICS), if Known (e.g.,336212)
423800

Employment Information

Annual average number of employees 4

Total hours worked by all employees last year 7868

Sign here
Knowing falsifying this document may result in fine

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete

John D. Baker Title
Company executive

Phone 214-341-2122 Date 1/18/23

LIVE REPORT

WINZER CORPORATION

Tradestyle(s): (SUBSIDIARY OF SHOREVIEW INDUSTRIES LLC, MINNEAPOLIS, MN) 2

ACTIVE
HEADQUARTERS

<p>D-U-N-S Number: 08-904-0331</p> <p>Phone: +1 214 341 2122</p>	<p>Address: 4060 E Plano Pkwy, Plano, TX, 75074, United States Of America</p> <p>Web: www.winzerusa.com</p> <p>Endorsement: Lydia.Nunez@winzerusa.com</p> <p>Exclude from Portfolio Insight: No</p> <p>Folders: All Companies</p>
--	---

Summary

KEY DATA ELEMENTS <small>(Formerly: SCORE BAR)</small>		
KDE Name	Current Status	Details
PAYDEX®	↓	71 14 Days Beyond Terms
Failure Score Class	↑	4 Moderate to High Risk of severe financial stress
Delinquency Score Class	↑	2 Low to Moderate Risk of severe payment delinquency
High Credit - Average	11,324.00	Average High Credit for payment experiences reported to D&B.
Credit Limit - D&B Conservative	UNAVAILABLE	
D&B Rating	ER3	100 to 499 Employees.
Total Payment Experiences	129	Total number of trade payment experiences collected by D&B.

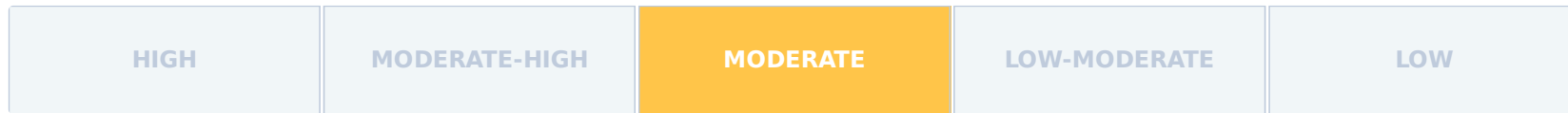
COMPANY PROFILE ⓘ		
D-U-N-S 08-904-0331	Mailing Address UNITED STATES	Employees 250 (130 here)
Legal Form Corporation (US)	Telephone +1 214 341 2122	Age (Year Started) 47 Years (1977)
History Record Clear	Website www.winzerusa.com	Named Principal Jon Kerr, CEO
Date Incorporated 07/31/1980	Present Control Succeeded 2017	Line of Business Whol hardware
State of Incorporation TEXAS		SIC 5072
Ownership Not publicly traded		NAICS 423710

Street Address:
4060 E Plano Pkwy,



OVERALL BUSINESS RISK [?]

Dun & Bradstreet thinks...



Overall assessment of this organization over the next 12 months:

Stability Concerns

Based on the predicted risk of business discontinuation:

Moderately-Higher-Than-Average-Risk-Of-Financial-Stress

Based on the predicted risk of severely delinquent payments:

Low Potential For Severely Delinquent Payments

D&B MAX CREDIT RECOMMENDATION [?]

MAXIMUM CREDIT RECOMMENDATION

US\$ 175,000

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

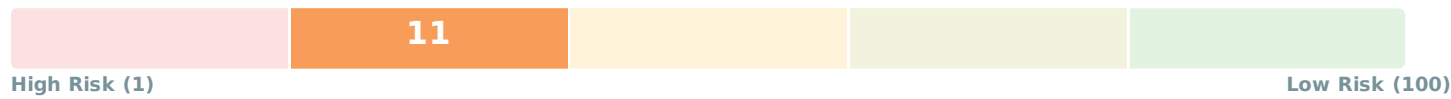
FAILURE SCORE [?] (Formerly Financial Stress Score)

Company's Risk Level

MODERATE-HIGH

Probability of failure over the next 12 months

0.86 %



Past 12 Months

Low Risk

High Risk

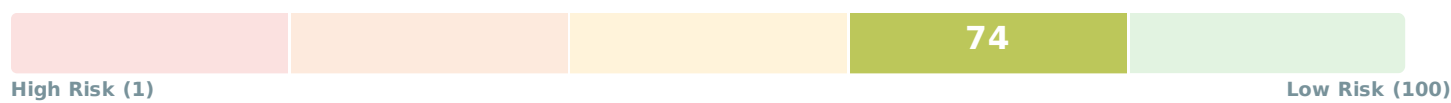
DELINQUENCY SCORE [?] (Formerly Commercial Credit Score)

Company's Risk Level

LOW-MODERATE

Probability of delinquency over the next 12 months

3.32 %



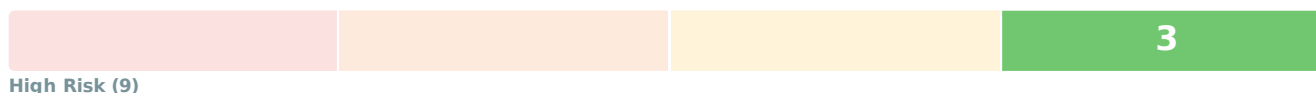
Past 12 Months

Low Risk

High Risk

VIABILITY RATING SUMMARY [?]

Viability Score



Data Depth Indicator



Descriptive (G)	B	Predictive (A)
Portfolio Comparison		
High Risk (9)	4	Low Risk (1)
Financial Data	Unavailable	
Trade Payments		
Company Size		
Years in Business	-	

D&B PAYDEX® ⓘ

High Risk (1) Low Risk (100)

14 days beyond terms

Past 24 Months

Low Risk

High Risk


D&B PAYDEX - 3 MONTHS ⓘ

High Risk (1) Low Risk (100)

14 days beyond terms


PAYDEX® TREND CHART ⓘ

SBRI ORIGINATION



No SBRI Origination Score data is currently available.

D&B SBFE SCORE

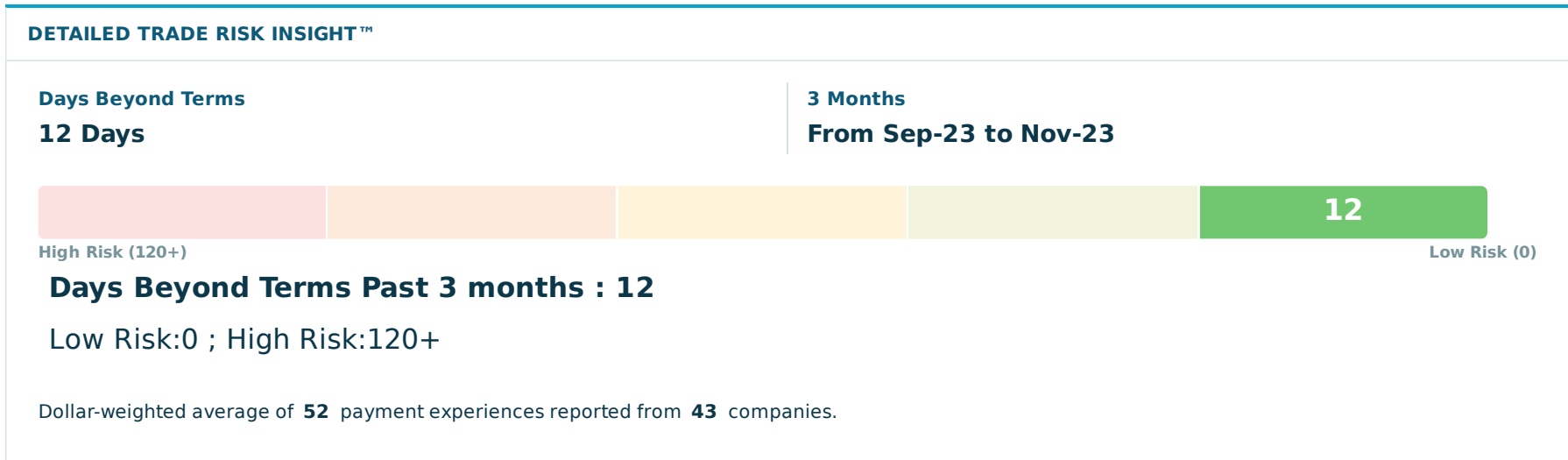


No D&B SBFE Score data is currently available.

D&B RATING ⓘ

Employee Size	Current Rating as of 10/31/2019
ER3 : 101 to 499 employees	

LEGAL EVENTS		
Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	6	08/14/2023
Suits	0	-
UCC	16	04/26/2022



DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND

Total Amount Current and Past Due -

FINANCIAL OVERVIEW - BALANCE SHEET

Balance Sheet ^[1]	Amount ^[2]	Last 2 Years
Interim		
2. (In Single Units)		
Source: D&B		

TRADE PAYMENTS

Highest Past Due:
20,000

Highest Now Owning 50,000	Total Trade Experiences 129	Largest High Credit 200,000
-------------------------------------	---------------------------------------	---------------------------------------

FINANCIAL OVERVIEW - PROFIT AND LOSS

Profit & Loss ^[1]	Amount ^[2]	Last 2 Years
Interim		
2. (In Single Units)		
Source: D&B		


OWNERSHIP

Subsidiaries 1	Total Members 7
---------------------------------	----------------------------------

This company is a Headquarters, Parent, Subsidiary.


	Global Ultimate	Immediate Parent	Domestic Ultimate
Name	Shoreview Industries LLC	Shoreview Industries LLC	Shoreview Industries LLC
Country	United States	United States	United States
D-U-N-S	11-803-3278	11-803-3278	11-803-3278
Others	-	-	-

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS



No Data Available

ALERTS ⓘ




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

WEB & SOCIAL POWERED BY FIRSTRAIN

There are no recent web results to show.

NOTES



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

COUNTRY/REGIONAL INSIGHT



United States Of America

Stopgap agreement on spending averts immediate US government shutdown - but at cost of Speaker McCarthy's job, putting at risk all legislative agenda until election of new speaker.

Risk Category

LOW

High Risk
Low Risk

Available Reports

STOCK PERFORMANCE



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

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

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

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK



MAXIMUM CREDIT RECOMMENDATION

US\$ 175,000

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

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABILITY CONCERNS**
- Based on the predicted risk of business discontinuation: **MODERATELY-HIGHER-THAN-AVERAGE-RISK-OF-FINANCIAL-STRESS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

D&B VIABILITY RATING SUMMARY

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

Viability Score

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

- Level of Risk: **Low Risk**
- Businesses ranked **3** have a probability of becoming no longer viable: **3 %**
- Percentage of businesses ranked **3**: **15 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked **4** within this model segment have a probability of becoming no longer viable: **4 %**
- Percentage of businesses ranked **4** with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**

Data Depth Indicator

Data Depth Indicator:

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

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

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

Request Financial Statements

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

Company Profile:

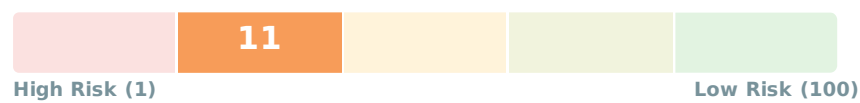
Company Profile Details:

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

Z

Subsidiary

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE



- Low proportion of satisfactory payment experiences to total payment experiences
- UCC Filings reported
- Evidence of open liens
- High proportion of slow payment experiences to total number of payment experiences
- Limited time under present management control

Level of Risk Moderate-High	Raw Score 1403	Probability of Failure 0.86 %	Average Probability of Failure for Businesses in D&B Database 0.48	Class 4
--	---------------------------------	--	---	--------------------------

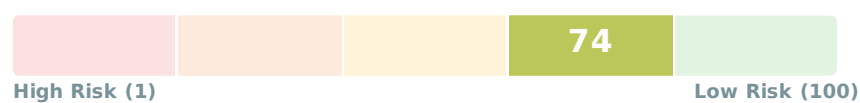
Business and Industry Trends

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	11
Region:(WEST SOUTH CENTRAL)	33
Industry:WHOLESALE	33
Employee range:(100-499)	68
Years in Business:(6-10)	33

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE



- Proportion of slow payments in recent months
- Proportion of past due balances to total amount owing
- Limited time under present management control
- Higher risk industry based on delinquency rates for this industry
- Evidence of open liens

Level of Risk Low-Moderate	Raw Score 535	Probability of Delinquency 3.32 %	Compared to Businesses in D&B Database 10.2 %	Class 2
---	--------------------------------	--	--	--------------------------

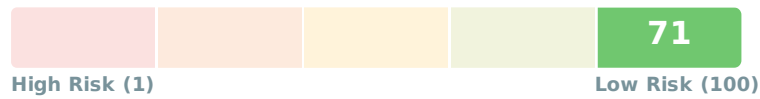
Business and Industry Trends

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	74
Region:(WEST SOUTH CENTRAL)	35
Industry:WHOLESALE	37
Employee range:(100-499)	85
Years in Business:(6-10)	34

D&B PAYDEX



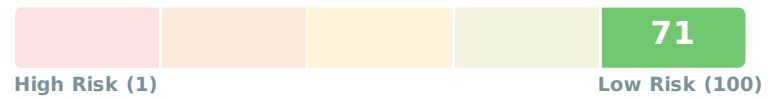
When weighted by amount, Payments to suppliers average 14 Days Beyond Terms

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

Industry Median: 74

Equals 9 Days Beyond Terms

D&B 3 MONTH PAYDEX



Based on payments collected 3 months ago.

When weighted by amount, Payments to suppliers average 14 days beyond terms

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

Industry Median: 73

Equals 11 Days Beyond Terms

Business and Industry Trends

5072 - Whol hardware

D&B RATING

Current Rating as of 10/31/2019

Employee Size

ER3 : 101 to 499 employees

Previous Rating

Employee Size

ER3 : 101 to 499 employees

Risk Indicator

3 : Moderate Risk

History since 01/23/2003

Date Applied	D&B Rating
11/21/2017	--
06/16/2008	1R3
07/19/2007	4A2
06/15/2007	--
12/06/2005	4A2

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour

14

Days Beyond Terms

Highest Now Owing :

US\$ 50,000

% of Trade Within Terms

71%

Total Trade Experiences:

129

Largest High Credit :
US\$ 200,000

Average High Credit :
US\$ 11,324

Highest Past Due

US\$ 20,000

Total Unfavorable Comments :

1

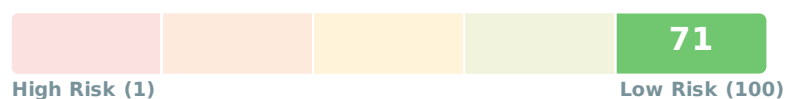
Largest High Credit:
US\$ 250

Total Placed in Collections:

1

Largest High Credit:
US\$ 0

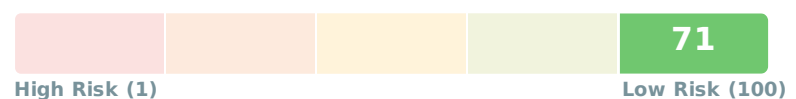
D&B PAYDEX



When weighted by amount, Payments to suppliers average 14 Days Beyond Terms

- High risk of late payment (Average 30 to 120 days beyond terms)

D&B 3 MONTH PAYDEX



Based on payments collected 3 months ago.

When weighted by amount, Payments to suppliers average 14 days beyond terms

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 74
Equals 9 Days Beyond Terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 73
Equals 11 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

5072 - Whol hardware

	12/21	1/22	2/22	3/22	4/22	5/22	6/22	7/22	8/22	9/22	10/22	11/22	12/22	1/23	2/23	3/23	4/23	5/23	6/23	7/23	8/23	9/23	10/23	Current 2023
This Business	68	68	67	66	68	68	69	71	72	71	71	72	73	73	70	70	70	70	70	71	71	71	71	71
Industry Quartile																								
Upper	78	-	-	78	-	-	78	-	-	78	-	-	77	-	-	77	-	-	77	-	-	77	-	-
Median	74	-	-	74	-	-	74	-	-	74	-	-	74	-	-	74	-	-	73	-	-	74	-	-
Lower	69	-	-	69	-	-	70	-	-	69	-	-	68	-	-	67	-	-	69	-	-	69	-	-

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

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	2	US\$ 400,000	50
50,000 - 99,999	3	US\$ 180,000	82
15,000 - 49,999	18	US\$ 445,000	71
5,000 - 14,999	23	US\$ 167,500	65
1,000 - 4,999	31	US\$ 53,500	69
Less than 1,000	34	US\$ 11,000	74

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

[Collapse All](#) | [Expand All](#)

Industry Category-	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
▼22 - Textile Mill Products	1	1,000	100	0	0	0	0
2297 - Mfg nonwoven fabrics	1	1,000	100	0	0	0	0
▼24 - Lumber and Wood Products, Except Furniture	1	500	100	0	0	0	0
2499 - Mfg wood products	1	500	100	0	0	0	0
▼26 - Paper and Allied Products	2	7,500	100	0	0	0	0
2631 - Paperboard mill	2	7,500	100	0	0	0	0
▼29 - Petroleum Refining and Related Industries	1	30,000	50	50	0	0	0
2992 - Mfg lubricating oils	1	30,000	50	50	0	0	0
▼30 - Rubber and Miscellaneous Plastics Products	3	200,000	50	17	0	0	33
3089 - Mfg misc plastic prdt	1	200,000	50	50	0	0	0

3052 - Mfg hose & belting	1	15,000	100	0	0	0	0
3053 - Mfg sealing devices	1	1,000	0	0	0	0	100
▼32 - Stone, Clay, Glass, and Concrete Products	1	25,000	50	50	0	0	0
3291 - Mfg abrasive products	1	25,000	50	50	0	0	0
▼33 - Primary Metal Industries	3	10,000	50	17	17	17	0
3351 - Copper roll/drawing	1	10,000	50	0	0	50	0
3355 - Aluminum roll/drawing	1	2,500	50	0	50	0	0
3315 - Steel wiredrawing	1	1,000	50	50	0	0	0
▼34 - Fabricated Metal Products except Machinery and Transportation Equipment	4	5,000	88	13	0	0	0
3449 - Mfg structural metal	1	5,000	100	0	0	0	0
3466 - Mfg crowns/closures	1	1,000	50	50	0	0	0
3444 - Mfg sheet metalwork	1	750	100	0	0	0	0
3499 - Mfg misc metal prdts	1	250	100	0	0	0	0
▼35 - Industrial and Commercial Machinery and Computer Equipment	3	35,000	67	17	0	17	0
3553 - Mfg woodworking mach.	1	35,000	100	0	0	0	0
3563 - Mfg air/gas compress	1	15,000	50	50	0	0	0
3579 - Mfg misc office eqpt	1	2,500	50	0	0	50	0
▼36 - Electronic and other electrical equipment and components except computer equipment	4	35,000	71	30	0	0	0
3648 - Mfg misc light equip	2	35,000	99	1	0	0	0
3635 - Mfg home vacuum clean	2	5,000	42	58	0	0	0
▼37 - Transportation Equipment	1	750	100	0	0	0	0
3714 - Mfg car parts	1	750	100	0	0	0	0
▼38 - Measuring Analyzing and Controlling	2	200,000	25	25	0	0	50

Instruments; Photographic Medical and Optical Goods; Watches and Clocks								
3841 - Mfg medical instrmnt	1	200,000	50	50	0	0	0	
3861 - Mfg photograph equip	1	2,500	0	0	0	0	100	
▼42 - Motor Freight Transportation and Warehousing	10	35,000	83	18	0	0	0	
4213 - Trucking non-local	9	35,000	65	35	0	0	0	
4212 - Lcl truck- w/o storage	1	1,000	100	0	0	0	0	
▼48 - Communications	10	15,000	89	0	0	0	12	
4813 - Telephone communicatns	8	15,000	77	0	0	0	23	
4812 - Radiotelephone commun	2	1,000	100	0	0	0	0	
▼50 - Wholesale Trade - Durable Goods	23	55,000	52	37	5	0	6	
5085 - Whol industrial suppl	6	45,000	68	32	0	0	0	
5084 - Whol industrial equip	4	2,500	63	37	0	0	0	
5063 - Whol electrical equip	3	1,000	67	22	0	0	11	
5065 - Whol electronic parts	3	500	29	71	0	0	0	
5045 - Whol computers/softwr	1	55,000	100	0	0	0	0	
5072 - Whol hardware	1	30,000	50	0	50	0	0	
5083 - Whol farm/garden mach	1	15,000	0	100	0	0	0	
5023 - Whol homefurnishings	1	7,500	50	50	0	0	0	
5051 - Whol metal	1	7,500	0	100	0	0	0	
5099 - Whol durable goods	1	100	50	0	0	0	50	
5031 - Whol lumber/millwork	1	50	100	0	0	0	0	
▼51 - Wholesale Trade - Nondurable Goods	9	65,000	63	20	0	0	17	
5113 - Whol service paper	4	10,000	79	21	0	0	0	
5112 - Whol office supplies	1	65,000	50	50	0	0	0	
5199 - Whol	1	5,000	50	50	0	0	0	

nondurable goods							
5169 - Whol chemicals	1	500	100	0	0	0	0
5149 - Whol groceries	1	500	100	0	0	0	0
5191 - Whol farm supplies	1	50	0	0	0	0	100
▼55 - Automotive Dealers and Gasoline Service Stations	1	250	0	0	0	0	100
5531 - Ret auto supplies	1	250	0	0	0	0	100
▼59 - Miscellaneous Retail	2	15,000	1	0	0	0	99
5961 - Ret mail-order house	2	15,000	1	0	0	0	99
▼60 - Depository Institutions	2	1,000	50	50	0	0	0
6021 - Natnl commercial bank	2	1,000	50	50	0	0	0
▼61 - Nondepository Credit Institutions	2	250	100	0	0	0	0
6159 - Misc business credit	1	250	100	0	0	0	0
6153 - Short-trm busn credit	1	250	100	0	0	0	0
▼67 - Holding and Other Investment Offices	1	1,000	50	0	50	0	0
6719 - Holding company	1	1,000	50	0	50	0	0
▼73 - Business Services	9	5,000	77	2	4	0	17
7374 - Data processing svcs	3	5,000	62	13	25	0	0
7389 - Misc business service	2	2,500	100	0	0	0	0
7363 - Help supply service	1	2,500	100	0	0	0	0
7372 - Prepackaged software	1	2,500	0	0	0	0	100
7359 - Misc equipment rental	1	1,000	100	0	0	0	0
7361 - Employment agency	1	250	100	0	0	0	0
▼93 - Public Finance Taxation and Monetary Policy	5	45,000	94	6	0	0	0
9311 - Public finance	5	45,000	94	6	0	0	0
▼99 - Nonclassifiable Establishments	12	60,000	85	15	0	0	0
9999 -	12	60,000	85	15	0	0	0

Nonclassified

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
10/23	Pays Promptly	-	60,000	40,000	0	1
10/23	Pays Promptly	-	15,000	10,000	0	1
10/23	Pays Promptly	-	10,000	7,500	0	1
10/23	Pays Promptly	Regular terms	2,500	0	0	Between 6 and 12 Months
10/23	Pays Promptly	-	2,500	0	0	1
10/23	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
10/23	Pays Promptly	-	1,000	50	0	1
10/23	Pays Promptly	-	750	0	0	Between 2 and 3 Months
10/23	Pays Promptly	-	500	0	0	Between 6 and 12 Months
10/23	Pays Promptly	-	100	0	0	Between 6 and 12 Months
10/23	Pays Promptly	N30	100	0	0	Between 6 and 12 Months
10/23	Pays Prompt to Slow 15+	-	35,000	5,000	500	1
10/23	Pays Prompt to Slow 15+	-	25,000	2,500	0	1
10/23	Pays Prompt to Slow 15+	-	10,000	0	0	Between 4 and 5 Months
10/23	Pays Prompt to Slow 15+	-	7,500	2,500	500	1
10/23	Pays Prompt to Slow 15+	-	2,500	0	0	Between 4 and 5 Months
10/23	Pays Prompt to Slow 30+	PROX	65,000	45,000	20,000	1
10/23	Pays Prompt to Slow 30+	-	25,000	15,000	1,000	1
10/23	Pays Prompt to Slow 30+	-	15,000	0	0	1
10/23	Pays Prompt to Slow 30+	N30	7,500	1,000	500	1
10/23	Pays Prompt to Slow 30+	-	5,000	0	0	Between 2 and 3 Months
10/23	Pays Prompt to Slow 30+	-	2,500	0	0	1
10/23	Pays Prompt to Slow 30+	-	1,000	1,000	1,000	1
10/23	Pays Prompt to Slow 30+	-	1,000	0	0	1
10/23	Pays Prompt to Slow 30+	-	250	0	0	1
10/23	Pays Prompt to Slow 30+	-	100	100	0	1
10/23	Pays Prompt to Slow 60+	-	750	50	50	1
10/23	Pays Slow 5+	-	500	500	0	1
10/23	Pays Slow 60-120+	-	250	250	250	Between 6 and 12 Months
09/23	Pays Promptly	2 10 N45	45,000	25,000	0	1
09/23	Pays Promptly	-	20,000	20,000	2,500	1
09/23	Pays Promptly	-	15,000	50	0	1
09/23	Pays Promptly	-	7,500	0	0	1
09/23	Pays Promptly	-	7,500	0	0	Between 4 and 5 Months
09/23	Pays Promptly	-	5,000	5,000	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
09/23	Pays Promptly	-	5,000	5,000	0	1
09/23	Pays Promptly	-	5,000	2,500	0	-
09/23	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
09/23	Pays Promptly	-	2,500	2,500	0	1
09/23	Pays Promptly	-	2,500	0	0	1
09/23	Pays Promptly	N15	2,500	1,000	0	1
09/23	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
09/23	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
09/23	Pays Promptly	-	1,000	0	0	1
09/23	Pays Promptly	-	1,000	0	0	Between 2 and 3 Months
09/23	Pays Promptly	-	1,000	1,000	0	1
09/23	Pays Promptly	-	1,000	1,000	0	1
09/23	Pays Promptly	-	500	0	0	Between 6 and 12 Months
09/23	Pays Promptly	-	250	0	0	1
09/23	Pays Promptly	-	100	100	0	1
09/23	Pays Promptly	-	0	0	0	1
09/23	Pays Prompt to Slow 15+	-	200,000	0	0	Between 2 and 3 Months
09/23	Pays Prompt to Slow 15+	-	15,000	5,000	1,000	1
09/23	Pays Prompt to Slow 30+	-	10,000	0	0	1
09/23	Pays Prompt to Slow 30+	-	2,500	2,500	0	1
09/23	Pays Prompt to Slow 90+	-	2,500	2,500	1,000	1
09/23	Pays Prompt to Slow 120+	-	500	0	0	Between 4 and 5 Months
09/23	Pays Slow 5+	N30	15,000	50	0	1
09/23	Pays Slow 30+	-	15,000	500	50	1
09/23	Pays Slow 30+	-	1,000	500	500	1
09/23	Pays Slow 45-150+	-	250	250	250	Between 4 and 5 Months
08/23	Pays Promptly	-	45,000	0	0	1
08/23	Pays Slow 150+	-	7,500	0	0	Between 6 and 12 Months
07/23	Pays Promptly	-	250	0	0	Between 6 and 12 Months
07/23	Pays Promptly	-	100	0	0	Between 6 and 12 Months
06/23	Pays Promptly	1 10 N30	250	0	0	Between 2 and 3 Months
04/23	Pays Promptly	-	500	0	0	Between 6 and 12 Months
03/23	Pays Promptly	-	250	0	0	Between 6 and 12 Months
03/23	Pays Promptly	N30	100	0	0	Between 6 and 12 Months
03/23	Pays Slow	-	5,000	0	0	1
11/22	Pays Promptly	-	750	0	0	Between 6 and 12 Months
11/22	Pays Promptly	-	100	0	0	Between 6 and 12 Months
10/22	Pays Slow 120+	-	2,500	0	0	Between 6 and 12 Months
09/22	Placed for collection	-	250	250	250	-
08/22	Pays Promptly	-	1,000	1,000	0	1
08/22	Pays Promptly	-	750	0	0	Between 6 and 12 Months
08/22	Pays Slow 150+	-	15,000	15,000	15,000	-

Date of Experience ▾	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
07/22	Pays Promptly	-	500	0	0	Between 6 and 12 Months
06/22	Pays Slow 30+	-	100	0	0	Between 6 and 12 Months
01/22	Pays Slow 120+	-	1,000	500	500	-

OTHER PAYMENT CATEGORIES		
Other Payment Categories	Experience	Total Amount
Cash experiences	12	US\$ 2,150
Payment record unknown	3	US\$ 11,000
Unfavorable comments	1	US\$ 250
Placed for collections	1	US\$ 0
Total in D&B's file	129	US\$ 1,270,400

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

Legal Events

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

Bankruptcies	Judgements	Liens	Suits	UCCs
No	0 Latest Filing: -	6 Latest Filing: 08/14/2023	0 Latest Filing: -	16 Latest Filing: 04/26/2022

EVENTS	
Lien - Tax Lien	
Filing Date	08/14/2023
Filing Number	U230057899235
Status	Open
Date Status Attained	08/14/2023
Received Date	08/20/2023
Debtors	WINZER CORPORATION A CORPORATION
Creditors	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, SACRAMENTO, CA
Court	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
Lien - Tax Lien	
Filing Date	08/04/2023

Filing Number	23JG058544
Status	Open
Date Status Attained	08/04/2023
Received Date	09/14/2023
Amount	US\$ 326
Debtors	WINZER CORPORATION
Creditors	STATE OF OHIO
Court	FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH

Lien - Tax Lien

Filing Date	07/07/2023
Filing Number	2307070814
Status	Open
Date Status Attained	07/07/2023
Received Date	07/26/2023
Amount	US\$ 2,672
Debtors	WINZER CORPORATION A CORPORATION
Creditors	CA DEPARTMENT OF TAX AND FEE ADMINISTRATION
Court	SACRAMENTO COUNTY RECORDERS OFFICE, SACRAMENTO, CA

Lien - Tax Lien

Filing Date	05/15/2023
Filing Number	2305150305
Status	Open
Date Status Attained	05/15/2023
Received Date	06/05/2023
Amount	US\$ 3,620
Debtors	WINZER CORPORATION A CORPORATION
Creditors	CA DEPARTMENT OF TAX AND FEE ADMINISTRATION
Court	SACRAMENTO COUNTY RECORDERS OFFICE, SACRAMENTO, CA

Lien - Tax Lien

Filing Date	03/17/2023
Filing Number	23JG025739
Status	Open
Date Status Attained	03/17/2023
Received Date	05/11/2023
Amount	US\$ 10,297
Debtors	WINZER CORPORATION

Creditors STATE OF OHIO
Court FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH

Lien - Tax Lien

Filing Date 11/04/2022
Filing Number 22JG080040
Status Open
Date Status Attained 11/04/2022
Received Date 11/30/2022
Amount US\$ 17,184
Debtors WINZER CORPORATION
Creditors STATE OF OHIO
Court FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH

UCC Filing - Continuation

Filing Date 04/26/2022
Filing Number 2200208132
Received Date 04/27/2022
Original Filing Date 09/29/2017
Original Filing Number 170033208923
Secured Party ANTARES CAPITAL LP, AS AGENT, CHICAGO, IL
Debtors WINZER CORPORATION
Filing Office SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX

UCC Filing - Original

Filing Date 06/22/2021
Filing Number 210025987589
Received Date 07/06/2021
Collateral Equipment
Secured Party LEAF CAPITAL FUNDING, LLC AND/OR ITS ASSIGNS, PHILADELPHIA, PA
Debtors WINZER CORPORATION
Filing Office SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX

UCC Filing - Original

Filing Date 02/06/2018
Filing Number 180004098010
Received Date 02/13/2018
Collateral Computer equipment and proceeds - Equipment and proceeds
Secured Party IBM CREDIT LLC, ARMONK, NY

Debtors WINZER CORPORATION
Filing Office SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX

UCC Filing - Original

Filing Date 01/30/2018
Filing Number 180003239985
Received Date 02/06/2018
Collateral Computer equipment and proceeds - Equipment and proceeds
Secured Party IBM CREDIT LLC, ARMONK, NY
Debtors WINZER CORPORATION
Filing Office SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX

UCC Filing - Original

Filing Date 09/29/2017
Filing Number 2017 6524679
Received Date 11/03/2017
Collateral All Assets and proceeds
Secured Party ANTARES CAPITAL LP, AS AGENT, CHICAGO, IL
Debtors SV-WINZER CORP.
Filing Office SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date 09/29/2017
Filing Number 2017 6524661
Received Date 11/03/2017
Collateral All Assets and proceeds
Secured Party ANTARES CAPITAL LP, AS AGENT, CHICAGO, IL
Debtors SV-WINZER HOLDINGS, LLC
Filing Office SECRETARY OF STATE/UCC DIVISION, DOVER, DE

UCC Filing - Original

Filing Date 09/29/2017
Filing Number 170033208923
Received Date 10/03/2017
Collateral All Assets and proceeds
Secured Party ANTARES CAPITAL LP, AS AGENT, CHICAGO, IL
Debtors WINZER CORPORATION
Filing Office SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX

UCC Filing - Original

Filing Date	03/17/2015
Filing Number	150008035587
Received Date	03/24/2015
Collateral	Leased Computer equipment and proceeds
Secured Party	IBM CREDIT LLC, ARMONK, NY
Debtors	WINZER CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX

UCC Filing - Original

Filing Date	08/01/2014
Filing Number	140024651942
Received Date	08/05/2014
Collateral	Business machinery/equipment and proceeds
Secured Party	U.S. BANK EQUIPMENT FINANCE, MARSHALL, MN
Debtors	WINZER CORPORATION, SAGINAW, MI
Filing Office	SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX

UCC Filing - Original

Filing Date	06/01/2012
Filing Number	120017563368
Received Date	06/12/2012
Collateral	Leased Computer equipment and proceeds
Secured Party	WEBBANK, SALT LAKE CITY, UT
Debtors	WINZER CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX

UCC Filing - Original

Filing Date	04/17/2012
Filing Number	120012029158
Received Date	05/02/2012
Collateral	Leased Computer equipment and proceeds
Secured Party	IBM CREDIT LLC, ARMONK, NY
Debtors	WINZER CORPORATION
Filing Office	SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX

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

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

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

There are no Special Events recorded for this business.

Financials - D&B

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

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

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

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

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

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

Company Profile

COMPANY OVERVIEW

D-U-N-S

08-904-0331

Mailing Address

UNITED STATES

Employees

250 (130 here)

Legal Form

Corporation (US)

Telephone

+1 214 341 2122

Age (Year Started)

47 Years (1977)

History Record

Clear

Website

www.winzerusa.com

Named Principal

Jon Kerr , CEO

Date Incorporated

07/31/1980

Present Control Succeeded

2017

Line of Business

Whol hardware

Business Commenced On

1977

SIC

5072

State of Incorporation

TEXAS

NAICS

423710

Ownership

Not publicly traded

Street Address:
4060 E Plano Pkwy,
Plano, TX, 75074,
United States Of America



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2023-10-26
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	WINZER CORPORATION
Corporation Type	Corporation (US)
State of Incorporation	TEXAS
Date Incorporated	07/31/1980
Registration ID	0052736000
Registration Status	IN EXISTENCE
Filing Date	07/31/1980
Where Filed	SECRETARY OF STATE

Registered Agent

Name	C T CORPORATION SYSTEM
Address	1999 BRYAN ST. SUITE 900, DALLAS, TX, 752010000

Registered Principal

Name	JACKSON RAHNER
Title	-
Address	4060 E PLANO PKWY, PLANO, TX, 750740000

Name	JENNIFER L MADDEN
Title	Vice President
Address	4060 E PLANO PKWY, PLANO, TX, 750740000

Name	TOMI D VANDERBILT
Title	Vice President
Address	4060 E PLANO PKWY, PLANO, TX, 750740000

Name	DANNY ANDERSON
Title	Vice President
Address	4060 E PLANO PKWY, PLANO, TX, 750740000

Name	PAUL SEIBERT
Title	Vice President
Address	4060 E PLANO PKWY, PLANO, TX, 750740000

Name	JASON E LOOFT
Title	Vice President
Address	4060 E PLANO PKWY, PLANO, TX, 750740000

Registered Principal

Name	JAMES LEVERETT
Title	Vice President
Address	4060 E PLANO PKWY, PLANO, TX, 750740000
Name	JON KERR
Title	President
Address	4060 E PLANO PKWY, PLANO, TX, 750740000
Name	JOHN BACON
Title	Chief Financial Officer
Address	4060 E PLANO PKWY, PLANO, TX, 750740000

PRINCIPALS

Officers

JON KERR, CEO
JOHN BACON, CFO
JACK RAHNER, CIO
PAUL SEIBERT, EXE V PRES
DANNY ANDERSON, VP
JASON LOOFT, VP MKTG
STACY SPENCER, CREDIT MGR

Directors

DIRECTOR(S): THE OFFICER(S)

COMPANY EVENTS

The following information was reported on: 07/21/2023

The Texas Secretary of State's business registrations file showed that Winzer Corporation was registered as a Corporation on July 31, 1980, under the file registration number 0052736000. The name was changed from International Metric Supply, Inc. to Winzer Corporation by charter amendment.

Business started 1977 by Klaus Wuerth. 100% of capital stock is owned by the parent company.

Business started 1977. Present control succeeded Oct 2017.

CONTROL CHANGE:.

On November 20, 2017, an inside source stated that Shoreview Industries LLC, Minneapolis, MN, has acquired Winzer Corporation, Plano, TX, on October 1, 2017. With the acquisition, Winzer Corporation will now operate as a wholly owned subsidiary of Shoreview Industries LLC. Employees were retained. Terms of the deal were not disclosed. Further details are unavailable.

JON KERR. 2004-present active here.

JOHN BACON. Antecedents not available.

JACK RAHNER. Antecedents not available.

PAUL SEIBERT. Antecedents not available.

DANNY ANDERSON. Antecedents not available.

JASON LOOFT. Antecedents not available.

STACY SPENCER. Antecedents not available.

AUSTIN BOLT COMPANY, Austin, TX. Started '1978'. DUNS #093743789. Operates as wholesales hardware, specializing in fasteners, bolts, nuts and screws.

Business address has changed from 10560 Markison Rd, Dallas, TX, 75238 to 10560 Markison Rd, Plano, TX, 75074.

Business address has changed from 10560 Markison Rd, Plano, TX, 75074 to 4060 E Plano Pkwy, Plano, TX, 75074.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 07/21/2023

Business Information

Trade Names	(SUBSIDIARY OF SHOREVIEW INDUSTRIES LLC, MINNEAPOLIS, MN); WINZER; A-1 CHEMICAL
Description	<p>Subsidiary of Shoreview Industries LLC, Minneapolis, MN started 2002 which operates as a provider of investment advice (100%). Parent company owns 100% of capital stock.</p> <p>As noted, this company is a subsidiary of Shoreview Industries LLC. DUNS number 118033278, and reference is made to that report for background information on the parent company and its management.</p> <p>Wholesales hardware, specializing in bolts, nuts and screws. Manufactures bolts, nuts, rivets or washers. Retailers hardware. Wholesales chemicals or allied products, specializing in industrial chemicals. Operates as a patent owner or lessor, specializing in licensing or selling franchises.</p> <p>Has 17,000 account(s). Terms are cash and Net 30 days. Sells to manufacturers, wholesalers, retailers, commercial concerns and the government. Territory : United States.</p>
Employees	250 which includes officer(s). 130 employed here.
Financing Status	Secured
Import/Export	Import
Seasonality	Nonseasonal.
Facilities	Leases 130,000 sq. ft. in a two story concrete block building.
Location	Central business section on main street.

Related Concerns**SIC/NAICS Information**

Industry Code	Description	Percentage of Business
5072	Whol hardware	-
50720100	Bolts, nuts, and screws	-
34520000	Bolts, nuts, rivets, and washers	-
52510000	Hardware stores	-
51699907	Industrial chemicals	-
67949902	Franchises, selling or licensing	-

NAICS Codes**NAICS Description**

423710	Hardware Merchant Wholesalers
332722	Bolt, Nut, Screw, Rivet, and Washer Manufacturing
444140	Hardware Retailers
424690	Other Chemical and Allied Products Merchant Wholesalers
533110	Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)

GOVERNMENT ACTIVITY**Activity Summary**

Borrower(Dir/Guar)	No
---------------------------	----

Activity Summary

Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Associations

All Credit Files Created from this D&B Live Report

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

ALL CREDIT FILES CREATED FROM THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
No data found			

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

Company Name	Type	Status	Date Created
Winzer Corporation	Snapshot D-U-N-S Number 08-904-0331	Saved	07/01/2010

Your Information

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

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

In Folders: [View](#)

Account Number

Endorsement/Billing Reference *

Sales Representatives

Lydia.Nunez@winzerusa.com

Credit Limit

Total Outstanding

0

0

Last Login : 11/07/2023 02:44:21 PM

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SV-Winzer Corporation Consolidated

	Amount Type Jul-23	Amount Type Jun-23	\$ Variance
Assets			
CAST-Current Assets	42,067,287.62	42,746,896.69	679,609.07
A100-Cash	1,419,153.96	1,756,041.68	336,887.72
1000-CASH - DISBURSMENT	(891,982.08)	443,661.36	1,335,643.44
1007-CASH - DEPOSITROY	(83,774,738.49)	(76,523,929.10)	7,250,809.39
1008-CASH - PAYROLL	(349,589.63)	(350,826.97)	1,237.34
1009-CASH - DISBURSEMENT	17,687,338.39	17,689,124.19	1,785.80
1010-CASH - DEPOSITROY	(18,504,962.74)	(18,745,246.88)	240,284.14
1015-CASH - BOFA A1 CHEMICA	29,168.90	29,168.90	0.00
1034-PETTY CASH/STORE CHANGE	30.00	-	30.00
1035-PETTY CASH - CHROMATE	2,384.64	2,384.64	0.00
1135-UNBILLED RECEIVABLE	87,221,234.84	79,211,435.41	8,009,799.43
1147-FOREIGN RECEIPTS CLEARING	270.13	270.13	0.00
A110-TRADE ACCOUNTS RECEIVABLE	15,960,589.31	16,556,375.95	595,786.64
1003-Unapplied Receipts	(163,002.44)	(260,562.62)	97,560.18
1011-CASH - NOT CLEARED	(90,305.70)	(86,890.57)	3,415.13
1100-zTRADE RECEIVABLES	17,989,689.53	18,596,592.65	606,903.12
1101-CUSTOMER REFUND CHECKS	(4,111.03)	(4,111.03)	0.00
1105-A/R ADJUSTMENTS G/L	37,913.22	33,528.61	4,384.61
1109-ALLOW FOR DOUBTFUL ACCOUNTS	(29,774.17)	(30,888.78)	1,114.61
1110-INTERNL A/R CLEARING A	(1,437,903.51)	(1,349,375.72)	88,527.79
1134-ON- ACCOUNT RECEIPTS	(449,267.58)	(449,267.58)	0.00
1190-Claims Pending	105,706.00	105,706.00	0.00
1850-AUTOINVOICE CLEARING	1,644.99	1,644.99	0.00
A120-INVENTORY	23,428,300.55	23,439,829.11	11,528.56
1200-INVENTORY - WHSE 1	21,247,106.69	21,573,027.23	325,920.54
1201-Receipt Route Inventory	143,887.15	131,125.61	12,761.54
1202-INVENTORY - BULK	111,907.41	111,907.41	0.00
1203-INVENTORY CLEARING	1,526,999.65	1,435,810.00	91,189.65
1204-Inventory -Holding Account	58,663.41	56,084.40	2,579.01
1205-INVENTORY - FRT CAPITA	796,931.85	796,931.85	0.00
1210-INVENTORY - OBS RESERV	(1,092,183.03)	(1,072,583.03)	19,600.00
1220-INV TO OUTSIDE VEND	27,923.63	28,043.63	120.00
1225-In-House WIP	8,007.45	(208,057.30)	216,064.75
1230-INVENTORY IN TRANSIT	178,942.32	183,445.12	4,502.80
1249-INVENTORY - GO LIVE	35,011.56	35,011.56	0.00
1250-DROP SHIP / NON-INVENT	328,070.45	316,476.57	11,593.88
1298-INVENTORY - Paid to Loss	57,445.19	53,019.24	4,425.95
1299-INVENTORY - WMS to ERP	(413.18)	(413.18)	0.00
A150-PREPAID & OTHER CUR ASSETS	1,259,243.80	994,649.95	264,593.85
1160-MISC. RECEIVABLES	8,406.66	7,919.58	487.08
1411-P/P LIAB INSURANCE	110,200.56	125,495.69	15,295.13
1413-P/P VOLUNTARY INSUR	169,102.75	164,519.26	4,583.49
1420-PREPAID CCARD	(185,154.36)	(177,096.03)	8,058.33
1423-PREPAID - MISC	115,137.81	19,728.58	95,409.23
1425-PREPAID RENT	247,125.59	146,998.62	100,126.97
1430-PREPAID INVENTORY	88,391.84	88,391.84	0.00
1450-PREPAID - CONTRACTS	300,412.00	190,665.29	109,746.71
1800-FRANCHISE RECEIVABLE	405,620.95	428,027.12	22,406.17
PPE-PROPERTY, PLANT, & EQUIPMENT	9,571,244.35	9,550,974.47	20,269.88
A170-WAREHOUSE EQUIPMENT	4,706,768.93	4,716,200.93	9,432.00
1600-AUTOMOBILES	283,798.15	287,298.15	3,500.00
1603-EQUIP - WAREHOUSE	4,422,970.78	4,428,902.78	5,932.00
A180-OFFICE EQUIPMENT	927,558.36	927,558.36	0.00
1602-EQUIP - PHONE SYSTEM	158,655.24	158,655.24	0.00

SV-Winzer Corporation Consolidated

	Amount Type Jul-23	Amount Type Jun-23	\$ Variance
1604-FURNITURE & FIXTURES	768,903.12	768,903.12	0.00
A190-COMPUTERS	26,534,885.79	26,764,799.04	229,913.25
1601-COMPUTER SOFTWARE	23,701,939.03	23,931,859.42	229,920.39
1607-COMPUTER HARDWARE & EQ	2,832,946.76	2,832,939.62	7.14
A200-LEASED EQUIPMENT	115,489.16	115,489.16	0.00
1620-LEASED EQUIPMENT	115,489.16	115,489.16	0.00
A210-LEASEHOLD IMPR. & OTHER	1,655,391.96	1,655,391.96	0.00
1606-LEASEHOLD IMPROVEMENTS	1,579,444.31	1,579,444.31	0.00
1608-SIGNAGE	75,947.65	75,947.65	0.00
A220-VALUATION - 09/2017	612,239.00	612,239.00	0.00
1609-VALUATION - 9/2017	612,239.00	612,239.00	0.00
A230-CONSTRUCTION IN PROCESS	482,923.03	51,569.51	431,353.52
1640-CONSTRUCTION IN PROCES	438,913.52	7,560.00	431,353.52
1645-CIP VAR's	44,009.51	44,009.51	0.00
A240-ACCUM DEPRECIATION & AMORT	(25,464,011.88)	(25,292,273.49)	171,738.39
1650-ACCR DEPR - AUTO	(207,330.31)	(205,863.15)	1,467.16
1651-ACCR DEPR - SOFTWARE	(16,101,984.97)	(15,980,885.88)	121,099.09
1652-ACCR DEPR - PHONE EQUI	(142,098.96)	(141,896.57)	202.39
1653-ACCR DEPR - WHSE EQUIP	(3,911,562.05)	(3,900,041.60)	11,520.45
1654-ACCR DEPR - FURNITURE	(749,622.30)	(749,157.33)	464.97
1656-ACCR DEPR - LSEHLD IMP	(1,303,042.43)	(1,295,581.12)	7,461.31
1657-ACCR DEPR - COMPUTERS	(2,356,337.76)	(2,335,852.94)	20,484.82
1658-ACCR DEPR - SIGNAGE	(68,173.88)	(67,785.54)	388.34
1659-ACCR DEPR - VALUATION	(537,315.12)	(529,918.58)	7,396.54
1670-ACCR DEPR - LEASED EQU	(86,544.10)	(85,290.78)	1,253.32
INTG-INTANGIBLE	32,430,659.27	33,233,420.93	802,761.66
A250-GOODWILL, LESS ACCUM AMORT	17,320,846.48	17,660,334.09	339,487.61
1971-GOODWILL	17,320,846.48	17,660,334.09	339,487.61
A260-INTANGIBLE, LESS ACCUM AMORT	14,978,188.40	15,449,903.72	471,715.32
1960-INTANGIBLE-ISI POLY	14,978,188.40	15,449,903.72	471,715.32
A270-INTERCOMPANY	19,503.77	15,033.12	4,470.65
1146-INTERCOMPANY CLEARING	19,503.77	15,033.12	4,470.65
A290-OTHER ASSETS	112,120.62	108,150.00	3,970.62
1102-EMPLOYEE A/R DEDUCTION	7,285.71	7,285.71	0.00
1901-LEASE BLDG DEPOSIT	94,730.09	94,730.09	0.00
1902-DEPOSITS - OTHER	10,104.82	6,134.20	3,970.62
Total Assets	84,069,191.24	85,531,292.09	1,462,100.85
Liabilities			
LIAB-LIABILITIES	74,890,295.03	74,696,544.66	193,750.37
CTLB-CURRENT LIABILITIES	9,799,138.18	9,333,533.15	465,605.03
L100-ACCOUNTS PAYABLE	7,421,913.17	6,602,366.16	819,547.01
2008-ACCRUED INV RETURNS	(259,691.12)	(259,691.12)	0.00
2009-ACCRUED INV RECEIPT	2,281,234.46	2,096,157.66	185,076.80
2010-A/P - TRADE	6,991,165.22	4,696,182.26	2,294,982.96
2011-ACCRUED A/P	264,462.28	257,729.42	6,732.86
2014-A/P - CCARD CLEARING	131,108.02	49,202.92	81,905.10
2016-FREIGHT CC CLEARING	178,302.59	177,962.86	339.73
2017-INVENTORY CC CLEARING	(438,884.76)	(411,046.31)	27,838.45
2018-CLAMIS-PRODUCT DAMAGED	(1,873.56)	(1,827.42)	46.14
2022-A/P - OTHER FOREIGN	(25.00)	(25.00)	0.00
2040-REMUNERATION CLEARING	(1,914,055.42)	(152,697.83)	1,761,357.59
2042-FRAN CHARGEBACK CLEARI	116,327.03	101,569.27	14,757.76
2043-FRAN CHGBACK REV CLEAR	79,633.38	78,705.49	927.89
2044-FRAN NSF CLEARING	200.80	200.80	0.00
2045-FRAN FREIGHT PD CLEARI	214,111.67	200,807.00	13,304.67

SV-Winzer Corporation Consolidated

	Amount Type Jul-23	Amount Type Jun-23	\$ Variance
2046-FRAN FDP FREIGHT CLEAR	(3,095.85)	(3,095.85)	0.00
2047-FRAN TRANSFERS CLEARIN	(12,452.44)	(17,224.83)	4,772.39
2048-FRAN PETROLEUM TAX CLE	(204,554.13)	(210,543.16)	5,989.03
L110-ACCRUED EXPENSES	2,016,041.77	1,677,567.30	338,474.47
2100-ACCRUED SAL, COM, WAGE	1,579,025.79	1,215,701.14	363,324.65
2110-ACCR 401K EXP - EMPLOY	19,916.18	18,749.51	1,166.67
2111-EMP 401(K) SALARY DEFE	20,808.33	20,808.33	0.00
2121-ACCRUED ADVERTISING	(53,613.66)	(53,613.66)	0.00
2127-CONTING PERF PMT - BA	195,000.00	195,000.00	0.00
2200-ACCRUED STATE INC TAX	195,849.40	176,271.08	19,578.32
2201-ACCRUED PROPERTY TAXES	215,138.91	185,150.80	29,988.11
2220-FICA PAYABLE	(0.15)	(0.13)	0.02
2230-FRANCHISE SEP DEDUCTIO	(0.00)	2,700.00	2,700.00
2240-SALES TAX PAYABLE	(294,022.40)	(213,939.63)	80,082.77
2310-FLEX/DEPENDENT CARE	29,532.30	26,969.79	2,562.51
2355-ESCROW	23,070.26	23,070.26	0.00
2710-DEFERRED LEASE PAYMENT	85,336.81	80,699.81	4,637.00
L130-CAPITAL LEASE - CURRENT	16,061.07	16,061.07	0.00
2372-N/P - BA INDUSTRL - CU	16,061.07	16,061.07	0.00
L140-ACCRUED INTEREST (REVOLVER)	156,110.00	906,454.89	750,344.89
2922-REVOLVER UNUSED INTEREST	2,566.77	2,007.05	559.72
2991-REVOLVER UNUSED INTERE	1,144,927.76	700,938.87	443,988.89
2992-REVOLVER INTEREST	(991,384.53)	203,508.97	1,194,893.50
L150-FEDERAL INCOME TAX PAYABLE	189,012.17	131,083.73	57,928.44
2350-FEDERAL INCOME TAX PAY	189,012.17	131,083.73	57,928.44
LTLB-LONG TERM LIABILITIES	65,091,156.85	65,363,011.51	271,854.66
L160-SR TERM DEBT - NONCURRENT	51,289,398.66	51,560,000.00	270,601.34
2533-SR TERM DEBT	51,289,398.66	51,560,000.00	270,601.34
L190-CAPITAL LEASE - NONCURRENT	14,243.06	15,496.38	1,253.32
2609-CAPITAL LEASE LIABILIT	14,243.06	15,496.38	1,253.32
L200-REVOLVING LINE OF CREDIT	8,700,000.00	8,700,000.00	0.00
2420-REVOLVER DEBT	8,700,000.00	8,700,000.00	0.00
L230-DEFERRED TAX LIAB	5,087,515.13	5,087,515.13	0.00
2790-DEFER TAX LIAB - NONCURRENT	5,087,515.13	5,087,515.13	0.00
Total Liabilities	74,890,295.03	74,696,544.66	193,750.37
Owner's Equity			
EQTY-OWNERS EQUITY	19,299,329.70	19,299,329.70	0.00
S100-Common Stock	45,700,000.00	45,700,000.00	0.00
3100-CAPITAL STOCK	45,700,000.00	45,700,000.00	0.00
S110-ACCUM. EARNINGS (DEFICIT)	(25,150,670.30)	(25,150,670.30)	0.00
3500-RET EARNING	(79,588,564.54)	(79,588,564.54)	0.00
3600-ADD'L PAID IN CAPITAL	45,143,141.00	45,143,141.00	0.00
3900-P&L CLEARING ACCOUNT	9,294,753.24	9,294,753.24	0.00
S120-CONTRA EQUITY	(1,250,000.00)	(1,250,000.00)	0.00
3501-CONTRA EQUITY	(1,250,000.00)	(1,250,000.00)	0.00
Retained Earnings	(10,120,433.49)	(8,464,582.27)	1,655,851.22
Total Owner's Equity	9,178,896.21	10,834,747.43	1,655,851.22
Total Liabilities and Owner's Equity	84,069,191.24	85,531,292.09	1,462,100.85

All Company Values

	Jul-23	Jun-23
Revenue		
SALE-TOTAL NET SALES	106,322,546.32	98,451,237.98
4000-SALES	105,224,251.01	97,444,370.32
4011-SALES-REVENUE	(0.00)	(0.00)
4100-SALES RETURN	(18.65)	(18.65)
4173-SALES RETURNS - FASTSE	No Data	No Data
4300-SALES - CASH DISCOUNTS	(0.00)	(0.00)
4320-SALES - TRADE DISCOUNT	(3,081.56)	(2,815.41)
4330-SALES - OBSOLESCENCE D	(0.00)	(0.00)
4331-ADJUSTEMENTS	No Data	No Data
4450-INVENTORY TRANSFER REV	(0.00)	(0.00)
4800-HANDLING CHARGES	6,443.72	6,457.32
4806-FRAN PAID FREIGHT	(0.00)	(0.00)
4807-CALL TAG - HANDLING FE	(0.00)	(0.00)
4810-SPECIAL PACKAGING CHAR	(0.00)	(0.00)
4815-PRIORITY SHIPPING CHAR	(0.00)	(0.00)
4820-RESTOCKING FEE	(0.00)	(0.00)
4825-ADD-ON FRGHT / HNDLG	(0.00)	(0.00)
4826-NET BOOK VALUE GAIN OR LOSS	No Data	No Data
4827-PROCEEDS OF SALE GAIN OR LOSS	No Data	No Data
4828-COST OF REMOVAL GAIN OR LOSS	No Data	No Data
4830-UNALLOCATED REVENUE ACCOUNT	No Data	No Data
4950-FRANCHISE FEE REVENUE	3,250.00	3,250.00
4999-FRAN SERV FEE - BILL O	1,091,701.80	999,994.40
Total Revenues	106,322,546.32	98,451,237.98
Cost of sales		
COGS-TOTAL COGS	33,765,625.47	31,216,696.85
FCOG-COGS: Freight In	1,630,569.71	1,520,221.74
5210-FREIGHT IN CHARGES	1,630,569.71	1,520,221.74
OCOG-COGS: Other	286,144.89	(26,140.12)
4808-CUSTOMER REBATE	0.00	0.00
5005-COGS - OTHER SALES	No Data	No Data
5020-CUSTOMER REBATE	No Data	No Data
5030-COGS - VEND REBATES	(292,597.39)	(282,681.36)
5041-Discounts Lost	No Data	No Data
5215-FREIGHT TRANSFER	No Data	No Data
5220-BROKERAGE CHARGES	0.00	0.00
5230-CUSTOM DUTY	0.00	0.00
5300-UNEARNED DISCOUNT	No Data	No Data
5400-EARNED DISCOUNT	(31,308.35)	(31,179.02)
5401-DISCOUNTS LOST	1,165.18	1,046.77
5721-Test	No Data	No Data
5800-INVEN PURCH PRICE VARI	122,902.23	38,470.31
5801-WORK ORDER VARIANCE	No Data	No Data
5802-INVENTORY PURCH RTN VA	1,607.63	1,389.69
5805-INV QTY ADJ	273,786.87	57,992.91
5808-Jessica Vice to provide description	No Data	No Data
5809-Inventory out to Plater	(662.28)	(648.42)
5810-INVENTORY LOST	50,626.84	49,532.82
5811-INVENTORY CYCLE COUNT	18,404.57	18,855.21
5815-INVENTORY COST ADJUSTM	(82,468.97)	(81,923.44)
5820-INVENTORY REC VALUE RO	330.16	330.16
5890-VENDOR SURCHARGE	52,986.84	52,322.18
5900-DAMAGED / OBSOLETE GOO	91,845.91	72,212.32
5901-OBSOLETE GOODS	79,525.65	78,139.75
SCOG-COGS	31,848,910.87	29,722,615.23
5010-COGS	32,115,957.38	29,979,272.34
5011-COGS-COST OF GOODS	(265,758.28)	(255,370.69)
5100-RMA GAIN/LOSS	(4.76)	(4.76)
5110-COGS RETURNS	(1,283.47)	(1,281.66)
Total Cost Of Sales	33,765,625.47	31,216,696.85
Gross profit	72,556,920.85	67,234,541.13

General & Administrative expenses

SGA-TOTAL SGA	75,615,319.21	69,294,275.24
E100-Salaries & Wages	12,208,345.13	10,946,902.28
6100-Wages - Salaries	6,579,473.02	6,013,051.58
6150-Wage Cap	(342,758.36)	(342,758.36)
6160-Resource Absorption	No Data	No Data
6200-Commissions	1,424,857.39	1,203,550.11
6250-Commissions Chargebacks	0.00	0.00
6300-Wages - Hourly	3,155,513.74	2,825,132.61
6500-Bonus	1,391,259.34	1,247,926.34
6570-Deferred Compensation	0.00	0.00
E110-Overtime	685,251.19	585,561.34
6400-Overtime	685,251.19	585,561.34
E120-Payroll Taxes	1,036,952.95	939,552.22
6601-FICA - Employer	971,613.82	876,121.95
6602-FUTA	10,296.49	10,095.86
6603-SUTA	55,042.64	53,334.41
E130-Insurance	1,847,150.34	1,709,640.27
6700-Workers Comp	127,505.94	116,704.01
6750-Group Medical	1,625,239.82	1,505,050.03
6755-Life Insurance	43,112.03	40,842.77
6760-LT Disability	51,292.55	47,043.46
E140-Other Personnel Costs	1,494,571.59	1,271,533.15
6800-Moving Costs	0.00	0.00
6850-Hiring Costs	98,560.88	60,407.00
6900-Temp Labor	1,385,219.92	1,202,795.92
7576-Employee Relations	10,790.79	8,330.23
E150-Freight Out	4,659,606.49	4,291,546.11
7400-Freight Out	4,659,606.49	4,291,546.11
E160-Packaging & Shipping	779,558.30	735,338.42
7420-Packaging - Materials	519,563.73	479,877.20
7430-Shipping - Materials	259,994.57	255,461.22
E170-Rent	2,808,420.23	2,569,459.93
7200-Rent	2,808,420.23	2,569,459.93
E180-Equipment Lease / Rent	203,907.95	183,456.86
7515-Equipment Leases	172,176.18	162,232.99
7520-Equipment Rental	31,731.77	21,223.87
E190-Utilities	283,755.87	255,904.22
7250-Utilities - Electric	177,699.52	155,021.81
7260-Utilities - Gas	55,314.53	53,320.28
7270-Utilities - Water	50,741.82	47,562.13
E200-Telephone	73,450.92	71,358.43
7240-Telephone	73,450.92	71,358.43
E210-R&M	573,826.41	483,845.02
7210-R&M Service	307,800.32	273,845.45
7220-R&M Supply	24,733.83	25,358.41
7525-Equipment Repairs & Maintenance	220,302.83	165,089.19
7530-Equipment < \$500	20,989.43	19,551.97
E220-Risk Mgt	253,029.90	231,789.47
7540-General Insurance	253,029.90	231,789.47
E230-Security	7,988.45	7,988.45
7230-Security	7,988.45	7,988.45
E240-Franchise	30,886,562.96	28,636,139.81
6980-Franchise Satisfaction, under Remuneration Expense	22,000.00	22,000.00
6985-Franchise Development Program	449,458.66	417,375.41
6990-Remuneration Expense	30,094,866.70	27,907,546.36
6995-Franchise Overrides	100,785.09	89,158.83
7565-Profit Sharing	217,600.30	198,207.00
8440-Franchise Set-up	1,852.21	1,852.21
9700-Lease Income - PenPad	0.00	0.00

E250-Consulting Services	1,536,060.14	1,407,811.22
7600-Services - Acctg	160,406.74	149,168.69
7620-Services - Collect Age	13,442.49	12,322.28
7630-Services - Consultants	1,332,289.26	1,216,209.98
7650-SERVICES - EXTERNAL	29,921.65	30,110.27
E260-Services - Legal	467,842.87	467,100.37
7640-Services - Legal	467,842.87	467,100.37
E270-Promotional Costs	72,601.57	72,601.57
6998-Promo Fund	3,500.00	3,500.00
7111-Samples	29.09	29.09
7114-Product Testing	0.00	0.00
7117-Promo Goods	54,072.48	54,072.48
7135-Specials & Promo's	0.00	0.00
8600-RECRUIT - FRAN MISC	15,000.00	15,000.00
E280-Trade Shows	515.00	515.00
7156-TRADE SHOW - NACE	0.00	0.00
7162-Trade Show	515.00	515.00
8230-Recruiting - Trade Show	0.00	0.00
E290-Supplies	155,065.14	136,842.37
7575-Supplies	132,486.40	115,271.89
7580-Office Supplies	21,125.46	20,434.24
7585-Supplies Stationery	0.00	0.00
7705-Supplies - Computer	14.05	0.00
7720-Supplies - Printing	1,439.23	1,136.24
7722-Forms	0.00	0.00
E300-Advertising	2,925.08	2,925.08
7000-Advertising	910.08	910.08
7015-ADVERTISING - SHOW - N	No Data	No Data
7069-INVENTORY PRODUCTS	0.00	0.00
7078-Product Labels	2,015.00	2,015.00
7081-Lamination Cost	0.00	0.00
E310-Maintenance Contracts	1,799,418.09	1,646,356.56
7735-Software Costs	1,371,906.26	1,250,590.93
7740-Software Renewal Fees	427,511.83	395,765.63
E320-Taxes	308,831.55	271,498.22
7800-Taxes - Sales Tax Discount	(18,417.76)	(18,417.76)
7820-Taxes - Property	327,249.31	289,915.98
9400-Penalty - Tax	0.00	0.00
E330-Travel, Auto & Entertainment	484,530.69	412,387.09
8000-Airfare	77,697.64	67,604.81
8100-Auto Allowance	13,261.54	12,446.80
8115-Fuel	80,808.86	71,694.09
8120-Auto Insurance	48,975.80	44,736.63
8135-Auto Rental	49,627.78	39,784.48
8140-Auto R&M	13,067.00	8,678.71
8170-Travel - other	(107.56)	(107.56)
8200-Entertainment	87,186.50	82,221.09
8300-Hotel	81,746.12	68,324.63
8310-Trips Meeting	0.00	0.00
8400-Meals	32,267.01	17,003.41
E340-Other Costs	630,071.78	584,164.49
4890-MISCELLANEOUS CHARGE	(11,318.25)	(11,318.25)
7105-Printing	36,639.16	37,532.95
7108-PRINTING - BROCHURES	0.00	0.00
7109-PRINTING - NEWSLETTER	0.00	0.00
7505-Dues & Subscriptions	120,563.12	118,771.80
7510-Education	2,199.93	2,159.55
7535-Contributions	360.00	0.00
7545-License & Fees	112,819.50	100,493.03
7550-Miscellaneous	179,875.66	165,168.86

7560-Postage	88,309.69	84,529.84
7725-LAN MAINTENANCE	0.00	0.00
7730-WAN Services	89,015.36	85,417.67
7790-CLOSE LOCATION	10,150.00	No Data
8500-Meetings	620.68	572.11
9395-Late Fees	836.93	836.93
E350-Deprec & Amortz	12,355,078.62	11,372,057.29
9000-Amortization - Goodwill	9,768,308.52	8,957,105.59
9200-Bad Debt Expense	15,999.96	14,666.63
DEP-Depreciation	2,570,770.14	2,400,285.07
9100-Depreciation - Automobile	18,944.30	17,477.14
9110-Depreciation - Computer Software	1,881,109.10	1,760,010.01
9120-Depreciation - Equipment	183,621.65	171,898.81
9130-Depreciation - Furniture	1,884.92	1,727.85
9140-Depreciation - Leasehold Improvement	24,003.04	22,039.23
9160-Depreciation - Computer Equipment	86,482.97	80,542.45
9170-Depreciation - Signage	284,004.77	263,430.14
9180-Depreciation - Valuation 9/2017	1,960.97	1,797.56
9190-Depreciation-1	88,758.42	81,361.88
9510-DEFERRED DEP EXPENSES	No Data	No Data
OTH-OTHER INCOME (EXPENSE)	7,062,035.13	6,404,848.16
E360-OTHER (INCOME) / EXPENSE	6,132,254.01	5,552,548.80
9300-Interest - Credit Line	5,118,835.61	4,674,846.72
9310-Interest - Mezz	0.00	0.00
9320-Interest - Capital Lease	1,548.67	1,429.72
9321-Lease Interest Expense	No Data	No Data
9322-Operating Lease Expense	No Data	No Data
9323-Gain or Loss on Leased Asset	No Data	No Data
9324-Lease Currency Rate Gain or Loss	No Data	No Data
9330-Interest - Amort of OID	0.00	0.00
9340-Mezzanine Financing	63,486.44	63,486.44
9360-OTHER INCOME	(1,171.73)	(1,171.73)
9390-Bank Charges	688,730.42	639,124.65
9450-Cross-Currency Rounding Account	No Data	No Data
9600-Interest Income	0.00	0.00
9900-Non-Operating Income	(104,007.56)	(103,289.96)
9999-AP - Placeholder	No Data	No Data
G100-Gain/Loss	12,060.14	12,060.14
9500-GAIN / LOSS FOREIGN PM	(628.50)	(628.50)
9530-GAIN / LOSS - ASSET SA	12,688.64	12,688.64
I100-Interest - Other	352,772.02	266,062.82
9333-INTEREST EXP - PIK	337,258.12	251,108.64
9334-INTEREST UNUSED REVOLVER	15,513.90	14,954.18
9350-INTEREST EXP - OTHER	0.00	0.00
E370-INCOME TAX	929,781.12	852,299.36
7810-TAXES - STATE / FRANCH	234,639.84	215,086.52
9950-INCOME TAX EXPENSE	695,141.28	637,212.84
Total General and Admin Expenses	82,677,354.34	75,699,123.40
Profit from operations	(10,120,433.49)	(8,464,582.27)

\$ Variance

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(7,779,880.69)
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