



# **Equalis Group Contract Information Sheet**

#### **Contract Information**

Awarded Vendor:	WB Manufacturing LLC
Contract Number:	R10-1176S
Effective Date:	July 1, 2025
Initial Term Expiration Date:	June 30, 2028
Renewable Through:	June 30, 2030

#### **RFP Process Information**

RFP R10-1176
Technology Software, Equipment, Services and Related Solutions
March 7 & 15, 2025
189
March 27, 2024
March 22 & April 7, 2025
April 17, 2025, 2:00 pm CT
53
19
June 18, 2025

#### **Evaluation Criteria**

Products/Pricing (35 Points) Performance Capability (25 Points) Qualifications and Experience (25 Points) Commitment to Members (15 Points)

#### Summary

Region 10 Education Service Center solicited RFP R10-1176 in accordance with Texas State procurement laws as outlined in TEC 44.031. As stated in the RFP, this solicitation was to result in one or more cooperative (commonly known as "piggybackable") contacts for use by Equalis Group members in addition to Region 10 ESC. In reviewing responses, Region 10 ESC determined that a multiple award was justified to satisfy the needs outlined in the RFP for the national Equalis membership.

#### **Contract Features:**

- There is no fee to public agencies for membership in Equalis Group or the usage of Equalis Group contracts.
- This procurement followed all the guidelines of 2 CFR 200 (commonly known as Uniform Guidance or "EDGAR" requirements in Texas), which explicitly encourages the use of cooperative purchasing to increase efficiencies (2 CFR 200.318e). Agencies using the contract should still conduct their own Cost/Price Analysis in compliance with 2 CFR 200.324a.
- In order to utilize the contract, agencies must reference the contract on their PO or other official purchase documentation to connect their individual purchase with Region 10's public competitive solicitation process.

For any questions or concerns, please contact: Clint Pechacek, Purchasing Consultant, <u>clint.pechacek@region10.org</u>, 972-348-1184 Your Local Equalis Representative: <u>Find them here</u>

# 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 <u>July 1, 2025</u>, by and between \_\_\_\_\_\_ <u>WB Monuficture</u>, <u>UC</u> ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Furniture and Storage Related Products and Services ("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. This process may be referred to as "piggybacking", "cooperative purchasing", "joint powers", or other terminology depending on the specific state or agency location.

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 <u>Customer Support</u>: 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 <u>Scope</u>: 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 <u>Compliance</u>: Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 <u>Vendor's promise</u>: 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 <u>Vendor contract documents</u>: 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 <u>Form of contract</u>: 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 vendor 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 <u>Entire Agreement (Parol evidence)</u>: 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 <u>Assignment of Contract</u>: 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 <u>Contract Alterations</u>: 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 <u>Order of precedence</u>: 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 <u>Supplemental Agreements</u>: 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 <u>Cancellation for cause</u>: 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, participating Member shall retain sole ownership of all data or intellectual property provided to vendor for the performance of services, as well as any material, reports, or data which the participating Member has already paid the vendor for. Vendor shall retain sole ownership of its own intellectual property and may reclaim or otherwise remove access to any material the participating Member has not paid for. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed.
- 5.2 <u>Delivery/Service failures</u>: 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;
  - 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 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.

5.3 <u>Force Majeure</u>: 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 <u>Cancellation for convenience</u>: 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 <u>Duty to keep current license</u>: 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 <u>Suspension or Debarment</u>: 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 <u>Survival Clause</u>: 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 <u>Delivery</u>: Vendor shall deliver physical materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within the timeframe agreed upon by the participating Member. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the participating Member for the delayed delivery, at which time the participating Member may cancel the order if estimated shipping time is not acceptable.

- 7.2 <u>Inspection & Acceptance</u>: If defective or incorrect material is delivered, participating Member may make the determination to return the material to the vendor at no cost to the participating Member. 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 <u>Responsibility for supplies tendered:</u> Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 <u>Shipping Instructions</u>: Each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, and delivered in the place and time designated by the participating Member in their Purchase Order or by other mutual agreement.
- 7.5 <u>Additional charges:</u> 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 <u>Buyer's delays:</u> 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 Member 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 <u>Payments</u>: 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 <u>Tax Exempt Status</u>: 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 <u>Market competitive guarantee</u>: 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 Region 10 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by 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 <u>Additional Charges</u>: 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 <u>Price reduction and adjustment</u>: Price reduction may be offered at any time during contract. 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; and 3) original price is not exceeded after the time-limit. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

- 9.5 <u>Prevailing Wage</u>: 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 <u>Administrative Fees</u>: 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 <u>Price Calculation</u>: 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 <u>Audit rights:</u> 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 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 <u>Current products</u>: Proposals shall be for products and services 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, 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 <u>New products/Services</u>: 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 <u>Product line</u>: 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 <u>Warranty conditions:</u> 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 <u>Buy American requirement</u>: 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 <u>Cleanup</u>: 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 <u>Site Preparation</u>: 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 <u>Registered sex offender restrictions</u>: 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 <u>Safety measures</u>: 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 <u>Smoking/Tobacco</u>: 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 <u>Stored materials</u>: 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 <u>Maintenance Facilities and Support</u>: 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 <u>Funding Out Clause</u>: 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 <u>Disclosures</u>: 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 <u>Indemnity</u>: 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 Member.

- 13.4 <u>Franchise Tax</u>: 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 <u>Marketing</u>: 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 <u>Insurance</u>: 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 <u>Subcontracts/Sub Contractors</u>: If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from participating Member. 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 <u>Legal Obligations</u>: 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 regulations must be followed even if not specifically identified herein.

#### 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 TO BE CONSIDERED

	WB Manufacturing
Address	507 E Grant St
City/State/Zip	Thorp, WI 54771
Telephone No.	800-242-2303
Email address	Shanson@wbmfg.com
Printed name	Sarah Hanson
Position with company	Inside Sales Manager / Contract Admin
Acknowledgement of	SAL
Amendments 1 & 2 (Initial)	2A4
Authorized signature	Sorel togo

#### Prices are guaranteed: 120 days

Term of contract July 1. 2025 to June 30, 2028

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.

06/19/2025

Date

Region-10 ESC Authorized Agent

Dr. Rickey Williams

Print Name

Equalis Group Contract Number R10-1176S





# REQUEST FOR PROPOSAL #R10-1176 FOR: FURNITURE AND STORAGE RELATED PRODUCTS AND SERVICES

March 7, 2025

# Section Two:

Proposal Submission, Questionnaire and Required Forms

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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 V PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND FOREIGN ENTITIES CERTIFICATION **PROPOSAL FORM 11: RESIDENT CERTIFICATION** PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2) PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127) PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE PROPOSAL FORM 22: 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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# The following should replace the questionnaire in Section 2 in its entirety.

# 1. 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 <u>may</u> 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 100 total pages (not including Attachment B – Pricing Excel pricesheet). 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	What is your company's official registered name?	WB Manufacturing LLC
	What is the mailing address of your company's headquarters?	507 E Grant St. Thorp, WI 54771
	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.	Sarah Hanson – Inside Sales Manager/ Contract Administrator sarahh@wibenchmfg.com 800-242-2303 ext. 165
Products/Pricing (35 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	
Competitive pricing for all available products and services, including warranties if applicable	Does pricing submitted include the required administrative fee?	No, the administration fees are not factored into the pricing of our products.
	Please provide your proposed administrative fee percentage or structure.	WB proposes a flat rate administration fee of 2% on total end user costs.

	The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically between two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.	
	Do you offer any other promotions or incentives for customers? If yes, please describe.	Throughout the year WB may offer seasonal rebates including our Build and Hold program rebates. Orders shipping during certain times may be eligible for a rebate.
Ability of Customers to verify that they received contract pricing	Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections, including shipping, installation, and other peripheral costs/fees?	As requested, WB has provided a detailed price list for all our products and services offered through our authorized dealers.
Payment methods	Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments	An invoice is generated when our product ships from the manufacturer. The orders can sometimes be split shipped, depending on approvals and availability of products. This means one order may have more than one invoice if it was split shipped. WB's methods of payment include checks, ACH, EFT, and credit cards. ACH and EFT payments would process using the information on the letter from our bank. Credit card payments require a document to be completed, and returned, authorizing processing. The card number, expiration date, and CVV code can be shared via a phone call, prior to processing. The address details and amount, along with a signature, are what we need on the signed/returned form. Payments are to be made within 30 days of being invoiced.
Other factors relevant to this section as submitted	No answer is required. Region 10 will utilize y	your overall response and the products/services provided in Attachment B to make this
by the Respondent	determination	
Performance Capability (25 Points)		
Product and service features and capabilities	Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.	<ul> <li>WB Manufacturing is a leading supplier of educational furniture and storage. We offer a wide variety of products to fit all environments.</li> <li>We have a wide selection of desk and table shapes as well as a variety of leg and base options. Our legs are adjustable from pre-k to high school heights, and we offer sit-to-stand options as well.</li> <li>WB offers a full line of fixed, modular and mobile casework. Our modular casework can come with hidden casters or levelers which allow you to repurpose your casework if necessary. Our mobile casework comes with an additional top and bottom caster deck that provides greater stability as you easily reposition your casework. We also have a comprehensive selection of other storage options including bookcases, mobile carts, tote storage, and even lockers. We also manufacture our own line of music storage.</li> </ul>

	Our Sconnie chair seating options include our 4-legged or cantilever chairs, café height
	chairs, and a 5-star base chair. We also have a selection of stools and soft seating.
Outline how your products and services compare to those of your competitors.	WB Manufacturing provides superior construction for each of our products, we refer to these as the "WB Basics."
	Our Lotz Armor Edge is our nearly indestructible spray on edge coating. It creates a barrier that is resistant to moisture and bacteria and stands up to everyday abuse.
	WB utilizes an MDF Core, versus article Board, when pairing with our Lotz Armor Edge. The dense uniform core adds holding strengths of up to 300 pounds per fastener while Particle Board holds between 90-120 pounds. Combining this MDF Core with our Lotz Armor Edge and you have an indestructible top.
	WB constructs our tables and desks with a metal-to-metal connection. Combine a bolt with our metal insert and you add 50% more holding power compared to a wood screw. Metal inserts do not loosen due to vibration or movement and are resistant to wear. These metal- to-metal inserts allow you to remove and re-install, replace, or exchange the legs to the top.
	Our mobile cabinet construction also sets us apart from our competitors. Our fully glue and dowel construction paired with our sub-top and sub-bottom caster deck creates a highly durable cabinet. Choose exposed or hidden casters and you have a long-lasting mobile cabinet with style.
	We use a very robust leg plate on our products. When selecting materials, we want to ensure that our products last a lifetime. We use a 10gauge steel leg plate combined with our metal inserts and bolts for optimal strength.
	Rather than the traditional paper backer, WB uses a phenolic backer on our products. This moisture resistant backer with its anti-gum coating pairs well with the Lotz armor edge and creates an ideal balance to the core. The pair also creates an anti-bacterial surface due to the watertight seal which prevents cleaning products from penetrating through the product. Paper backers consist of a solitary sheet of kraft paper, while phenolic backers are composed of multiple layers of craft paper fused together with resin.
	Here at WB, we have both an Outside and Inside Sales Team. Our Outside Sales Team currently consists of eight Regional Sales Managers across the country, and we have two Inside Sales Coordinators located at our main office in Wisconsin. Out Outside Sales Team has their boots on the ground, traveling throughout their territory to customers, architects, end users, and attending tradeshows. The Inside Sales Team not only assists our Outside Team but also acts as an additional resource for our dealers. Assisting with questions, presentations, literature requests, quotes and orders.
	Our in-house design team can provide solutions to fit all your needs. We have solutions for all environments whether it be general classrooms or specialty spaces such as CTE or STEAM.

Describe any customization capabilities	WB Manufacturing Can Design, Build and Deliver. We have the experience and flexibility to
offered for standard product lines.	do high volume projects while our engineering software and project planning tools allow us
	to be competitive on even the smallest job. Our talented design team has the skill and
	capability to provide solutions to any need. We specialize in customized solutions using the
	most current design software, including CET. We do many customs with no minimum order
	quantities. Pricing is based on product and material needs, with no additional design fee.
Outline your digital design and	Here at WB, we utilize CET Commercial Interiors software that uses real product data,
visualization capabilities including digital	making it easy to accurately specify products for spaces. We create space planning, product
rendering options.	list and rendering views to accurately depict what your space will look like. CET makes it easy
	to collaborate with architects, contractors and other professionals and supports import and
	export with Revit, AutoCAD and SketchUp.
List the number and location of offices or	WB has one manufacturing plant and service center located in Thorp, Wisconsin. We also
service centers for all states being	have a distribution warehouse located in De Pere, Wisconsin.
proposed in solicitation. Additionally, if	
your company does not offer all products	
and services in all 50 states, please	
describe any geographical limitations on	
any product or service offered.	
Outline any value-added capabilities not	WB Manufacturing has a Build and Hold program that is available to all customers. Send us
already addressed.	your summer projects and WB will build your furniture during the off-peak season. We'll
uneuuy uunesseu.	
	store your products at our insured warehouse, free of charge, and ship them to you when
	you are ready. The benefits of this program include avoiding delays and ensuring on-time
	delivery.
	We have a very comprehensive sample program, so you can see and feel the quality of our
	furniture. Most of our samples are free and yours to keep. We offer a variety of student and
	teacher desks, teacher lecterns, tables and worktables, workstations, and storage options in
	our sample program.
	The Fastrak Quick Ship program from WB offers a fast and efficient service for obtaining
	standardized products. With Fastrak, your order receives priority processing, ensuring you
	receive your items swiftly, typically shipping within 10 days or less after the purchase order is
	placed.
	placed.
	At WD Monufacturing we understand the importance of call-barration within the above
	At WB Manufacturing, we understand the importance of collaboration within the classroom
	and have 18 standard shapes that allow for different classroom configurations, along with
	our ability to customize or modify these options within safety limitations.
	We manufacture our products to above industry average standards. Our superior
	construction, the "WB Basics", consist of our Lotz Armor Edge and MDF Core, metal-to-metal
	inserts and robust leg plates, our phenolic backer, and our fully doweled sub-top and sub-
	bottom cabinets. With our company's industrial background, we ensure our products are
	durable and built to last.

Lustomer implementation and project         Durline project management         have experience with national, state, and regional contracts.           Customer implementation and project         Outline project management         Outline arequest is received by our info email, the request is stated in our ERP system where our Customer Service Supervisor asigns the request to one of our Customer Service Supervisor asigns the request to one of our Customer Service Supervisor asigns the request to the main expect to ensure they provide the most accurate quote is complete and goest through our rigorous double check process, it is emailed to the requestee.           Once the PO is received by our indicational super the order of charal needed, our Customer Service Specialities to service specialities or service specialities to the order. During this time, any questions or concerns. regarding the order are answered by the customer's designated Account Manager. After the products are manufactured, packade and shipped, our accounting team invices the customer. For any additional support this process, both or our inside and outside asles team and Account Managers can assist and answer any questions or concerns.           WB is currently imaginementing a new conbacting process for new contacts and dealers. This will allow all new dealers and new contacts to be douted on any trade as the envices and supported is the key to ensuming all dealers and the dealer substand and support is available to cursting seles than will be adverted. Frequent to cursting seles than will be adverted in the intervice, our making and adverted ing and and substand and current appears. We be dealer subject on and things WB. Outline what ongoing training and consulting support is available to our unside sales team and keometa, the dealer sales forme, checking in on currents and seles team ony topotent as a deadve
products, but for all our products.

Maintenance services and staff qualifications	Outline your preventative maintenance program for the offered products and services. Identify certifications and qualifications required by installation and maintenance	WB Manufacturing is open to offering plant tours to any dealer or end users who are interested in learning more about our manufacturing processes. Our fantastic Marketing Team works hard to generate informative campaigns that reach all our customers. Whether the message is delivered through eblasts, blog posts, or posts on our social media platforms. We aim to provide every customer with an equal amount of information and news. We also provide marketing assets that can be customized to what the dealer is looking for.
	staff.	
	Outline any warranty programs offered including term length and coverage details.	Please see the attached WB Manufacturing Warranty for information regarding our guidelines.
Integration with other platforms	Outline any online ordering system applications and integration capabilities with existing systems.	When on the WB website, customers can request a quote, submit a purchase order, request a design, and submit a project registration form. All other quotes, purchase orders, and other requests come through our info email, info@wibenchmfg.com, which is constantly monitored for the quickest turnaround.
Quality control and compliance	Identify relative quality control processes in place including material selection, testing protocols, and compliance with industry standards.	The facility utilizes technical data sheets for material specifications to ensure alternate suppliers will meet existing requirements. As internal specifications are defined as requirements, these specifications are then sent to purchase to ensure quotes meet our requirements. We further test items to ensure compliance using external labs as needed. We test our completed assemblies to ensure they are compliant with BIFMA standards. Standards for suppliers must meet applicable NEMA standards at a minimum.
	Identify measures taken to stay current with technological advancements and integration into product lines.	The Product Development team here at WB is constantly researching and generating solutions for our products to adapt to technological advancements in the education sector. Whether it be attending tradeshows or traveling to districts across the country, our team gets in front of teachers and administrators to talk through the capability they want and need to see in their furniture. We strive to develop our products around the needs of the classroom and the needs of those upcoming technological advancements. After working with different districts, gathering research and generating solutions, we send out prototypes of our new products to those districts. We want feedback from the people who will be using our products every day.
	Outline all applicable product certifications currently held such as BIFMA or ADA.	WB Manufacturing builds all our products to Architectural Woodwork Institute (AWI) standards. Many of our standard products meet ADA compliance requirements. Due to our customization capabilities, we can modify almost all our products to accommodate ADA requirements when needed. Many of our ELO Desks, most of our tables, and our chairs have been tested to be BIFMA certified.

	Describe initiatives in place to address	Of the 3 Rs, we focus on the reduction of waste as much as possible. Our facility recycles all
	environmental impact measures such as product recycling, refurbishment, and disposal at end of life.	scrap wood, used pallets, and crating materials are recycled and used for bedding. Any recyclable metal that is created during daily operation or decommissioning of machines is recycled in accordance with local and state laws. We utilize a 3rd party shredder to recycle office paper. We have a companywide initiative to lower VOC operations for the health of employees, customers, and environment. All production areas are converted to LED lighting. We are both US EPA Toxic Substance Control Act under California code of regulation title 17 section 93120 (TSCA) and Canadian EPA Formaldehyde Emissions from Composite Wood Product Regulations (CANFER) compliant.
Customer service/problem resolution	Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).	WB Manufacturing's customer service department is available Monday-Friday from 7am – 5pm CST and can be reached via phone or email. This team consists of 13 Customer Service Specialists, 1 Senior Customer Service Specialist, and 3 Customer Service Supervisors with one Director of Customer Experience. Along with 4 Account Managers and 2 Inside Sales Coordinators. Our main customer service center is located in Thorp, WI while we have additional resources located in Suring, Wisconsin. If an issue arises, there is a direct line of communication to our designated Account Managers and Inside Sales Coordinators. All quotes and orders list which members of our team worked on the project, so our customers always know who to contact. Our problem resolution process includes the utilization of Non-Conformant (NC) forms. These forms allow us to track each reported issue, the investigation of how, when, and where that issue occurred, and what our resolution for that issue is. Our NC's are reviewed by management and our senior leadership to help determine when and where corrective actions need to take
Financial condition of vendor	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 refence letters What was your annual sales volume over last three (3) years?	place. Please see our attached Duns and Bradstreet report for our financial strength and stability.
History of meeting products and services deadlines	Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.	Once orders are fulfilled, they can be scheduled for pickup within 48hours, delivery can be scheduled though our shipping clerk who utilizes LTL carriers with delivery options across the country.
Other factors relevant to this section as submitted by the Respondent	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 Provide your safety record, safety rating, EMR and worker's compensation rate where available.	WB Manufacturing's Inside Sales Team, partnered with our accounting department, manages all sales reporting processes. Our ERP system collects information for all quotes and orders, which allows us to run reports for orders purchased through contracts. We are then able to export this data to a spreadsheet where we can accurately report contract sales.

Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	Provide a link to your company's website	https://wbmfg.com/
	Please provide a brief history of your company, including the year it was	Founded in 1978 by William "Bill" Brown, WB Manufacturing began as a small family-owned business in Hallie, Wisconsin, USA. Initially known as Wisconsin Bench, specializing in
	established.	producing wooden cutting boards and serving trays, the company quickly gained a reputation for craftsmanship and quality.
		In the 1980s, WB Manufacturing expanded its product line to include laminated countertops and custom furniture, catering to both residential and commercial markets. This strategic diversification propelled the company's growth and established it as a trusted supplier in the industry.
		Throughout the 1990s and early 2000s, WB Manufacturing continued to innovate, embracing new technologies and materials to enhance its product offerings. The company invested in state-of-the-art manufacturing equipment and processes, allowing for greater efficiency and scalability.
		By the mid-2000s, WB Manufacturing had become a leading provider of furniture and fixtures for educational, healthcare, and office environments. With a focus on sustainability and ergonomic design, the company gained recognition for its commitment to environmental stewardship and user-centric solutions.
		Today, WB Manufacturing remains at the forefront of the industry, offering a comprehensive range of products. The product lines have grown to offer some of the leading industry brands
		including: CaseworkUSA®, World Famous Lockers®, Rhapsody® Music Storage, ELO®, LEET™
		Esports, iXchange® and our popular, repositionable REplay® Cabinets. WB's facilities, still
		located in Thorp, Wisconsin has grown to 250,000 sq ft plant that employs an average of 300 full-time workers. With a dedication to quality, innovation, and customer satisfaction, the
		company continues to thrive, serving clients across the United States and beyond.
Past relationship with Region 10 ESC and/or	Have you worked with Region 10 in the	Though we have not worked with Region 10 ESC directly, WB Manufacturing has worked on
Region 10 ESC members	past? If so, provide the timeframe and	numerous projects with Region10 ESC district members over the years. These projects have a
	main contact for that work?	varied range of size, need, and date ranges.
Experience and qualification of key employees	Please provide contact information and	Executive Support
	resumes for the person(s) who will be	Jessica Olson   Executive Vice Preside of Customer Experience   Workspace +
	responsible for the following areas. Region	507 E Grant St   Thorp, WI 54771
	10 requests contacts to cover the following:	Phone: 800-242-2303   Email: jolson@wbmfg.com
	* Executive Support	
	* Account Manager	Jessica Olson has been working with WB Manufacturing for over 10 years in various roles
	* Contract Manager	throughout the organization. Jessica leads the sales team, Marketing, Customer Service,
	* Marketing	design, estimating and the inside sales teams. She has been in the Senior VP of Sales and
	* Billing, reporting & Accounts Payable	Marketing for the last 2 years. Over her time in the Educational Manufacturing Industry she

		has developed a strong understanding of the needs of the school districts both from a sales
		perspective and operations.
		Account Manager & Contract Manager
		Sarah Hanson   Inside Sales Coordinator & Contract Administrator   WB Manufacturing
		507 E Grant St   Thorp, WI 54771
		Phone: 800-242-2303   Email: <u>shanson@wbmfg.com</u>
		Sarah has been with WB since 2022 handling the contracts and most recently has taken the
		role of Inside Sales Manager. She works closely with the sales team and other departments
		to ensure that WB is represented on the contracts necessary to grow. Sarah helps educate
		and train our estimating department on contract guidelines to help direct our dealers and
		end users to the best possible option. Sarah has over 25 years of experience in customer
		relations and business-to-business sales.
		Marketing
		Carrie-Ann Curran   Strategic Marketing Manager   Workspace +
		507 E Grant St   Thorp, WI 54771
		Phone: 800-242-2303   Email: <u>ccurran@workspaceplus.com</u>
		Carrie-Ann has been working in the marketing field since 1999. She has held many positions
		within the field and has skills in campaign management, project management, cross-
		functional coordination, corporate strategy, and strategic marketing management to name a
		few. Carrie-Ann has been with the company since January 2024 where she develops, designs,
		implements, and executes a consistent marketing strategy for all product lines and brands
		across all segments of the organization. She also oversees the research and execution of
		marketing initiatives within each division, manages budgets, measures KPI's and ROI's on
		marketing investments, and identifies marketing opportunities.
		Billing Reporting and Accounts Payable
		Karen Kroeplin   Accounts Payable   WB manufacturing
		507 E Grant St   Thorp, WI 54771
		Phone: 800-242-2303   Email: <u>kkroeplin@wbmfg.com</u>
		Karen has 25 years of experience in the accounting field. She has held many positions
		including reconciling bank statements, Accounts Payable, processing payments, performing
		internal audits, and account reconciliation to name a few. Karen has been working at WB
		since 2019 and has recently accepted the Accounting Managers position.
Past experience working with the public sector	What are your overall public sector sales,	
	excluding Federal Government, for last	
	three (3) years?	
	What is your strategy to increase market	WB Sales team has developed a strategy of 3 pillars to increase our market share. The first
	share in the public sector?	pillar is to work to grow demand and brand recognition at the End User level, by calling on
		them directly and building that relationship. The second pillar we drive demand and provide

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		education of our product at A and D firms, through product specifications and relationships.
		As well as CEU courses for them. The third pillar is working with our dealers, so they
		understand our product inside and out, to grow sales. We utilize our Inside Sales team to
		reach out on recently passed bonds to also build brand recognition and demand.
Past litigation, bankruptcy, reorganization, state	Provide information regarding whether	WB Manufacturing has not been involved in any litigation or bankruptcy in the past.
investigations of entity or current officers and	your firm, either presently or in the past,	Benchmark Industries, the original "Nations Bench Maker", located in Hallie, WI was where
directors	has been involved in any litigation,	WB Manufacturing was born in 1983. After changes in ownership Benchmark Components
	bankruptcy, or reorganization.	was formed and was a manufacturer of maple and composition tops. In 1998, Benchmark
		Components move to Stanly, WI and increased the employee count from 3 to 20 plant and
		office workers. Shortly after the move, an additional 20,000 sq ft plant in Thorp was
		purchased. The facility was owned by a competitor, BTI, who was originally based out of
		Cornell WI and was recruited as the Thorp Industrial park's first tenant in Sept. 1998. BTI was
		a maker of industrial bench tops and platforms. Together they became known as Wisconsin
		Bench and in 2002 the company consolidated in Thorp where we reside today. While the
		company's size and dealer base increased, so did the types of products we manufactured.
		What began as flat panels developed into lockers, casegoods, and educational furniture. The
		plant was given a 50,000 square foot addition in 2016 to better support our customers across
		the country. The company's name also changed to WB Manufacturing in 2017.
Minimum of 5 public sector customer references	Provide a minimum of five (5) customer	Dallas ISD – Dallas, TX   Tim Holt, Project Manager Construction Services   972-925-7209
relating to the products and services within this	references for product and/or services of	Serviced from 2018-Present   Classroom and Specialty Furniture and Casework
RFP	similar scope dating within the past 3	Schuced from 2010 Present   classioon and specialty runnitare and casework
	years. Please try to provide references for	
	K12, Higher Education, City/County and	
	State entities. Provide the entity; contact	Austin ISD – Austin, TX   Laura Caswell, Furniture Fixtures and Equipment Manager   512-
	name & title; city & state; phone number;	567-7675   Serviced from 2017-Present   Classrooms, student and teacher desks
	years serviced; description of services; and	
	annual volume	
		Cherry Hill School District – Cherry Hill, NJ   Greg McCarty, Director of Facilities   826-429-
		5600   Serviced from 2019-Present   District wide renovations in Media Centers and in-room
		mobile storage
		Harmony ISD – El Paso, Houston, San Antonio, Dallas, Austin, TX   Norah Yavuz, Director of
		Purchasing 713-343-3333   Serviced from 2022-Present   STEM classrooms including
		customized perimeter cabinetry and standard WB science lab products
		Bakersfield City School District - Bakersfield, CA   David West, Director of Stores and
		Purchasing   661-631-4711   Serviced from 2014-Present   Classroom furniture, storage,
		workstations
	•	

		Elkhorn Schools – Elkhorn, NE   Ryan Lindquist, Business Manager   402-850-8633   Serviced		
		from 2019-Present   Mobile Casework, Media Centers, classroom furniture		
Company profile and capabilities	Do you plan to sell to customers directly,	WB is a furniture manufacturer who sells through authorized dealers. We are an open line.		
	use resellers or subcontractors, or a	We price things internally and provide guidelines for end user discount levels to our dealers.		
	combination of both? If you intend to use	We also have the ability to request the quotes and PO's sent to and from the end user.		
	resellers and/or subcontractors, describe	Please see our attached Dealer List.		
	your process for ensuring that resellers and			
	subcontractors comply with the pricing and			
	terms of the contract.			
Exhibited understanding of cooperative purchasing		your overall response to this questionnaire to make this determination. Previous experience		
Exhibited diderstanding of cooperative parenasing	with cooperatives is not necessary to score well for this criterion.			
Other factors relevant to this section as submitted	If your company is a privately held	WB is privately owned; our holding company owner has never been convicted of a felony.		
by the Respondent	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.			
	Provide a copy of all current licenses, registra	ations 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 cover			
	These will be provided in the space provided in Form 3. No answer is required here.			
Commitment to Service Equalis Group Me	mbers (15 Points)			
Marketing plan, capability, and commitment	Detail how your organization plans to	Upon award, our approach is straightforward and focused. We will integrate the contract		
	market and promote this contract upon	into our existing public sector strategy by emphasizing our longstanding reputation and solid		
	award, including how this contract will fit	expertise in the field. Here's how we plan to proceed:		
	into your organization's current go-to-	1. Clear Messaging: We will develop clear, factual messaging that details the benefits		
	market strategy in the public sector.	of the contract while underlining our proven track record in educational		
		environments.		
		<ol> <li>Targeted Outreach: Our digital and social media campaigns will directly target key</li> </ol>		
		public sector decision-makers. We'll employ informative content such as best		
		practices and thought leadership pieces that illustrate past successes and		
		operational reliability.		
		<ol> <li>Industry Engagement: We'll participate in relevant public sector conferences,</li> </ol>		
		webinars, and panel discussions to provide firsthand insights into our quality		
		standards and proven solutions.		
		4. Integrated Communication: This contract will be highlighted in our regular		
		communications and press releases, reinforcing our presence in the public sector		
		and maintaining consistent visibility with our existing stakeholders and customers.		
		Overall, our plan is to communicate the value of the contract clearly and professionally,		
		ensuring that it aligns with and strengthens our current public sector outreach and marketing		
		strategy.		

	Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.	use the contract, who can u contract. Next, a training se outs of the contract. They a differences and benefits of t	se the contract, and ssion will be held to Il have experience us using this contract w ined on the terms ar	ary Sheet will be created that outlines how to the general terms and conditions of the educate our Sales Managers on the ins and sing contracts in the past so highlighting the rill be included in the training. Our customer and conditions of the contract so they can contract.
	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	WB Manufacturing agrees to and gives permission to rep	o provide our compa roduce our logo for i ssion to use Equalis (	any logo to Region 10 ESC and Equalis Group marketing communications and promotions. Group and Region 10 ESC logos as needed or
Ability to manage a cooperative contract	Describe the capacity of your company to report monthly sales through this agreement to Equalis Group. Define the specific, step-by-step process for your sales and/or quote generation team to tie a quote, proposal, invoice, and/or purchase order to the Equalis cooperative contract in you Customer Relationship Management ("CRM"), sales system, or Enterprise Resource Planning ("ERP") system. Include any individuals and/or teams involved in this process.	Our Inside Sales Team and Contract Administrator manage all contract sales reporting. Our system generates contract-specific sales reports that allow us to accurately report the details and dollar amount of sales based on PO's submitted under the contract. When a request is first received, we verify the project and school district name so that all of our quotes have names associated with their unique quote number. When a PO is submitted, we confirm if there is a quote associated by checking the PO for a quote number and by checking our ERP system for any quotes or orders with a similar name. If a quote is found to match the PO sent in, we then link the two together. This process is completed by our administrative sales assistant who manages our info email.		
	Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:	Cooperative/ GPO Name: CMAS Costars Ed Data New Jersey Ed-Data New York Epic 6 ESC Region 6 ESCNJ KCDA MHEC Mississippi State New York State North Carolina State PA State Peppm Omnia South Carolina State State of Kentucky Tips	Contract Number: 4-24-04-1051 035-E22-154 12288 12368 16.24 22/23-08 25-130 MC12-C07 8200075251 23295 5610A 4400025791 535122-200 R240119 4400022803 220000605 210305	Expiration Date:         12/31/2025         04/12/2026         11/30/2026         03/31/2026         06/30/2029         07/01/2025         12/31/2025         06/30/2025         12/01/2028         07/14/2027         04/30/2026         12/31/2025         02/31/2026         01/31/2026         01/31/2026         05/31/2026

Commitment to supporting agencies to utilize the	If awarded a contract, how would you	Our Marketing Team has the capability to inform and promote our awarded contract to all of
contract	approach agencies in regards to this	our dealers and many end users via e-blasts, social media and blog posts. Our Sales Team has
	contract? Please indicate how this would	significant experience working with and promoting the use of contracts across the country.
	work for both new customers to your	Contracts are introduced to new customers when introductory meetings are held to get
	organization, as well as existing.	them up to speed about what WB has to offer them. WB also attends different tradeshows
		hosted by Cooperatives and will use signage at our tradeshows to highlight different
		contracts we are on.
Other factors relevant to this section as submitted	Provide the number of sales	WB currently has 8 outside Sales Managers and two Inside Sales Coordinators who may be
by the Respondent	representatives which will work on this	utilizing this contract:
	contract and where the sales	Kendra Eslinger – VP of Sales and Midwest Regional Sales Manager located in Wisconsin
	representatives are located.	David Steward – Pac Northwest Regional Sales Manager located in Colorado
		Martha Story – Rocky Mountain Regional Sales Manager located in Colorado
		Sarah Hickey – Southern Regional Sales Manager located in Texas
		Brittany Wegner – Central Regional Sales Manager located in Iowa
		Ben Daniels – Great Lakes Regional Sales Manager located in Michigan
		Mike Schmitt – Southeast Regional Sales Manager located in Florida
		Justin Hagan – Northeast Regional Sales Manager located in Maryland
		Haley Kniprath –Inside Sales Coordinator located in Wisconsin
		Kristy Bunnell –Inside Sales Coordinator located in Wisconsin





## WB Manufacturing's Promise

WB Manufacturing warrants that its products shall be free of substantial defects in original material and workmanship based on specifications from the date of delivery to the extent detailed herein. WB Manufacturing promises to repair or replace any WB Manufacturing brand product or component that is defective in material or workmanship under normal use for as long as the End User owns it.

This is the sole and exclusive remedy for WB Manufacturing products to be found defective. This warranty applies to WB Manufacturing products from the date of delivery to the End User and is non-transferable but is subject to limitations, exclusions or other provisions detailed below. End User implies the final purchasing entity acquiring the product from a WB Manufacturing Authorized Dealer for the purchaser's use and not for resale, remarketing or distribution.

# WB Manufacturing Limited Lifetime Warranty Terms

#### **Limited Lifetime Warranty**

WB Manufacturing warrants that its laminate furniture, Collaborative Workstations, Media Center Cabinets, CaseworkUSA® Storage, REplay® Laminate Lockers & Cubbies, REplay® Storage Cabinets, Rhapsody® Music Storage, Sconnie Chairs, Elevate Stools, World Famous Lockers and its steel frame products, specifically our desks, tables, chairs and stools shall be free of substantial defects in original material and workmanship from the date of delivery. This warranty is subject to the limitations and exclusions indicated below.

Additionally, WB Manufacturing warrants that all laminate furniture products are to be compliant with Custom Grade or better, as defined in AWI Standards, Eighth Edition, Revision 2, unless contract documents indicate otherwise.

#### 12 Year Warranty

WB Manufacturing warrants that its laminate tops, butcher block tops, phenolic tops, epoxy tops, stainless steel tops, high wear and moveable parts (ie: casters, glides, etc.) shall be free of substantial defects in original material and workmanship for twelve (12) years from the date of delivery.

#### 5 Year Warranty

WB Manufacturing warrants that all pneumatic bases and bases with flip mechanisms are free of substantial defects in original materials and workmanship for five (5) years from the date of delivery.





Fomcore products are also warranted to be free of defects in material and workmanship under normal use of the product for five (5) years. Product must be properly cared for, maintained and in use by its original owner. Damage in transit or by negligence, abuse, abnormal usage, misuse, accidents or alterations nullifies the warranty.

# **1 Year Warranty**

WB Manufacturing warrants that all electrical components, dry erase markerboard surfaces and HangOut Stools are free of substantial defects in original materials and workmanship for one (1) year from the date of delivery.

#### Exclusions

# This warranty does not apply and no other warranty applies to the following:

- Defects caused by abuse, modification or alteration of the product.
- Any damage caused in transit by the carrier. WB Manufacturing will handle this with separate terms.
- Ordinary wear and tear (including but not limited to, scratching of laminate, phenolic, epoxy and butcher block tops, and ghosting on dry-erase markerboard) involving primary furniture surfaces,

which are to be expected over the course of ownership.

- Products installed, used or maintained without following product specifications, assembly instructions or WB Manufacturing recommendations and warnings.
- Any intentional modifications or attachments to the product that were not designed or approved by WB Manufacturing.
- Product exposure to water, high or low humidity.

#### Warranty Limitations

This warranty is provided only to the initial purchaser, is non-transferable and is valid strictly for as long as the product is owned by the original customer. To be protected under this warranty, all products must be stored in areas of controlled temperature and humidity, and periodic regular scheduled maintenance must be performed. Cleaning of the high pressure laminate should be done by warm water and a non-abrasive cleaner. Abrasive materials should not be used for cleaning.

This warranty does not cover improper assembly/installation, failure as a result of inadequate inspection and maintenance, accident, vandalism or freight damage. Any incidental or consequential





damages, including but not limited to business losses, personal property damage, and third party liabilities are hereby expressly excluded.

WB Manufacturing shall repair or replace, at its discretion, any portion of the product which proves to be defective under the terms of this warranty. Freight and installation costs are not included. WB Manufacturing may elect to substitute a reasonably comparable product, or a cash refund of the original purchase price (less reasonable depreciation) in the event the original warrantied product is no longer manufactured at the time the warranty is exercised.

WB Manufacturing products are not recommended or warranted for outdoor use. Some natural color variations occurring in plastics, laminates, paints or other natural materials are inherent to their character and cannot be avoided. WB Manufacturing does not consider these as defects. In addition, color-fastness or matching of colors, grains or textures of such materials are not warranted. Materials used at the request of a user or provided by customer is not warranted.

There are no implied warranties of fitness or merchantability, and there are no other express warranties beyond the warranties expressed here.



WB Manufacturing, a manufacturer of custom work surfaces, tables, furniture and casework, has adopted a green operations initiative that values environmentally responsible practices in manufacturing and operations of its facility.

WB Manufacturing incorporated a broad range program affecting everything from materials that go into its products to its standards on the manufacturing floor. "The process to go green involved reviewing all areas of the business," said Steve Burgess, President.

Energy consumption is a major expense for the organization, but WB Manufacturing found that with a few simple changes from energy efficient lights on the 200,000 square foot plant to motion sensor light switches in the office area resulted in reduced usage by 54% and significantly lower energy bills. WB Manufacturing also voluntarily participates in the peak load lighting conservation program with the local utility company.

Recycling has always been a standard business practice from using recycled paper in the office equipment and recycled corrugated cardboard for packaging to recycling aluminum cans and plastics. WB Manufacturing even recycles the salvage particle board and MDF scraps using a dedicated shredder to create small bedding particles for local farms.

As part of our green manufacturing focus, WB Manufacturing routinely acquires products like particle board and medium density fiberboard (MDF) with No Added Formaldehyde (NAF), Ultra Low-Emitting Formaldehyde (ULEF) in addition to standard industrial grade particle board, medium and thin density fiberboard and plywood used in our products that is both California Air Resource Board (CARB) Phase 2 and Environmental Protection Agency (EPA) TSCA Title VI compliant. WB Manufacturing is constantly evaluating it's suppliers to ensure that their products are constructed using recycled wood fiber, as well as compliance to these regulations required for our industry and services provided.

CARB established emission standards for wood products made with urea-formaldehyde resin products being sold in the State of California. The stated goals of CARB include attaining and maintaining healthy air quality; protecting the public from exposure to toxic air contaminates; and providing innovative approaches for complying with air pollution rules and regulations.

In selecting particle board and MDF, WB Manufacturing selects Eco-Certified Composites (ECC). In addition to the adherence to CARB regulations, all composite wood products supplied by WB Manufacturing are also compliant to the EPA TSCA Title VI regulations that became effective as of June 1st, 2018, as well as the Canadian Formaldehyde Emissions Regulations (CANFER) as of January 7th, 2023.

WB Manufacturing supplies labeled products in accordance to the California Safe Drinking Water and Toxic Act of 1986 (a.k.a. - Proposition 65 Act). This Act requires all businesses to provide warnings to users in California about exposures to chemicals that cause cancer, birth defects or other reproductive harm.

WB Manufacturing continues to focus its operation on complying with manufacturing standards that puts the health and welfare of the planet and our people first. Our focus is to exceed in green initiatives and standards.

Visit wbmfg.com to learn more about our involvement in the following programs:

- Eco-Certified Composite Standard
- California Air Resource Board
| Customer   | Address   | City                    | State    | Zip                 | Mir |
|--|---|-------------------------|----------|---------------------|-----|
| A. Barags & Associates LLC                                   | PO BOX 792056   | SAN ANTONIO             | TX       | 78279               |     |
| Alamo Classroom Solutions                                    | PO BOX 33295  | SAN ANTONIO             | TX       | 78265               |     |
| Alianza Services LLC   | 74 N BROADWAY   | NYACK                   | NY       | 10960               |     |
| Allied Equipment   | 9 PRINCESS RD #E<br>802 GLENEAGLES COURT, SUITE 200             | LAWRENCEVILLE<br>TOWSON | NJ<br>MD | 08648               |     |
| American Design Associates<br>Amtek                          | 1244 RITCHIE HIGHWAY, SUITE 10                                  | ARNOLD                  | MD       | 21286<br>21012      |     |
| Business Interiors   | 1111 VALLEY VIEW LN   | IRVING                  | TX       | 75061               |     |
| Canfield   | 402 WEST 9TH ST   | SIOUX FALLS             | SD       | 57104               |     |
| CI Select  | 11840 WESTLINE INDUSTRIAL DR                                    | ST LOUIS                | MO       | 63146               |     |
| Color Art Integrated Interiors                               | 1325 N WARSON ROAD  | ST LOUIS                | MO       | 63132               |     |
| Continental Office Environments                              | 5061 FREEWAY DRIVE E  | COLUMBUS                | ОН       | 43229               |     |
| Corbett INC  | 56 BUTTONWOOD ST  | NORRISTOWN              | PA       | 19401-1143          |     |
| CORE Buisness Interiors                                      | 7761 N INGRAM SUITE 109   | FRESNO                  | CA       | 93711               |     |
| Culver-Newlin  | 500E RINCON STREET  | CORONA                  | CA       | 92879               |     |
| D&D Learning Spaces  | PO BOX 1086   | CONCORD                 | CA       | 94522               |     |
| Dancker  | 291 EVANS WAY   | SOMERVILLE              | NJ       | 08776               |     |
| DEMCO Library Services                                       | PO BOX 7488   | MADISON                 | WI       | 53708-0077          |     |
| Dew-El Corporation   | 10841 PAW PAW DRIVE   | HOLLAND                 | MI       | 49424               |     |
| Diversified Storage Solutions                                | 56 BUTTONWOOD ST  | NORRISTOWN              | PA       | 19401-1143          |     |
| Douron   | 10 PAINTERS MILL ROAD   | OWINGS MILLS            | MD       | 21117               |     |
| Educational Furniture LTD                                    | 620 E 18TH STREET   | MUNCIE<br>SUGARLAND     | IN<br>TX | 47302<br>77479      |     |
| Educators Depot<br>ELB Education                             | 17424 W GRAND PARKWAY SUITE 206<br>415 BOULDER COURT, SUITE 500 | PLEASANTON              | CA       | 94566               |     |
| Emerald BUSINESS SUPPLY                                      | 415 BOOLDER COORT, SOTTE 500<br>4807 ASHBURNER ST               | PHILADELPHIA            | PA       | 19136               |     |
| Evegreen FURNISHING  | 11715 NORTH CREEK PARKWAY SOUTH #C101                           | BOTHELL                 | WA       | 98011               |     |
| Freedom Interiors  | 400 WASHINGTON ST   | KANSAS CITY             | MO       | 64111               |     |
| H&H Interiors  | 148 EAST STREED ROAD  | FEASTERVILLE            | PA       | 19053               |     |
| Hertz Furniture Systems                                      | 170 WILLIAMS DRIVE SUITE 201                                    | RAMSEY                  | NJ       | 07446               |     |
| Hi-Touch   | PO BOX 102422   | COLUMBIA                | SC       | 29224               |     |
| Holland Desk & Chair   | 1548 GROTON ROAD SE   | GRAND RAPIDS            | MI       | 49506               |     |
| Hyphn  | 390 NW 13TH AVE   | POTLAND                 | OR       | 97209               |     |
| Interior Landscapes  | 2121 CENTRAL STREET, SUITE 144                                  | KANSAS CITY             | MO       | 64108               |     |
| Interior Office Source (IOS)                                 | 2195 MILFORD RD SUITE E   | MILFORD                 | MI       | 48381               |     |
| Kay-Twelve   | 1491 POLARIS PARKWAY, SUITE 301                                 | COLUMBUS                | OH       | 43240               |     |
| Learning Environments LLC                                    | 16918 COTTONWOOD WAY  | HOUSTON                 | TX       | 77059               |     |
| Lee Company  | 27 S 12TH STREET  | TERRE HAUTE             | IN       | 47807               |     |
| Lee Distributors   | 27 SOUTH 12th STREET  | TERRE HAUTE             | IN       | 47807               |     |
| Martin Public Seating  | PO BOX 469<br>2307 RIVER ROAD SUITE 100                         | CHARDON                 | ОН<br>КҮ | 44024<br>40206      |     |
| MBI (Munson Business Interiors)<br>McHugh Furnishing         | 50 CHARLES LINDBERGH BLVD                                       | UNIONDALE               | NY       | 11553               |     |
| Merrifield Office Supply                                     | 202 EAST BROADWAY STREET  | ENID                    | OK       | 73701               |     |
| Meteor Education   | 690 N E 23RD AVENUE   | GAINESVILLE             | FL       | 32609-3708          |     |
| NBS Commercial Interiors                                     | 2595 BELLINGHAM   | TROY                    | MI       | 48083               |     |
| Nickerson NY LLC   | 11 MOFFITT BOULEVARDPOST OFFICE BOX 5751                        | BAY SHORE               | NY       | 11706               |     |
| Nu-Idea SCHOOL SUPPLY  | PO BOX 1248   | SUMTER                  | SC       | 29151               |     |
| Officewise Furniture & Supply                                | 1301 13TH STREET  | LUBBOCK                 | ТХ       | 79401               |     |
| Omega Furniture & Design                                     | 2034 ALLENA LN  | TEMPLE                  | TX       | 76502               |     |
| Pemco  | 1700 N. HIGHLAND RD SUITE 107                                   | PITTSBURGH              | PA       | 15241               |     |
| Red Thread   | 300 EAST RIVER DR.  | EAST HARTFORD           | CT       | 6108                |     |
| Robert H lord  | 200 CHAPEL ROAD   | MANCHESTER              | CT       | 06042               |     |
| SBI (Saxton Bradley)   | 19030 68TH AVE S SUITE A  | KENT                    | WA       | 98032               |     |
| School Solutions Inc (SSI)                                   | 6612 ROYAL ST   | PLEASANT VALLEY         | MO       | 64068               |     |
| School Specialty<br>Sharp School Services                    | P.O. BOX 1017<br>6400 LINCOLNWAY                                | APPLETON<br>HOBART      | WI<br>IN | 54912-1017<br>46342 |     |
| Sierra School equipment                                      | PO BOX 80667  | BAKERSFIELD             | CA       | 93380               |     |
| Spencer & Co   | 150 TURTLE CREEK BLVD SUITE 205                                 | DALLAS                  | TX       | 75207               |     |
| Tanner Furniture of New Jersey                               | 1251 LAKEWOOD-FARMINGDALE ROAD                                  | HOWELL                  | NJ       | 07731               |     |
| Tanner Furniture of Pennsylvania                             | 7813 DERRY ST   | HARRISBURG              | PA       | 17111               |     |
| Terrell Enterprises  | PO BOX 461  | GREENVILLE              | AL       | 36037               |     |
| The Supply Room  | POST OFFICE BOX 1810  | ASHLAND                 | VA       | 23005               |     |
| Wiser Contract Furnishings                                   | 2506 MAPLEWOOD DR SE  | GRAND RAPIDS            | MI       | 49506               |     |
| Young Equipment Solutions                                    | 325 RABRO DRIVE SUITE 1   | HAUPPAUGE               | NY       | 11788-4227          |     |
| Zimmerman School Equipment                                   | PO BOX 209  | BLACKLICK               | OH       | 43004               |     |
| Blue Box   | 111 W LOUISIANA ST  | MCKINNEY                | TX       | 45069               |     |
| Kirk Gross   | 4015 ALEXANDRA DR   | WATERLOO                | IA       | 50704               |     |
| McCoy Rockford Workpalce Solutions                           | 6869 OLD KATY ROAD  | HOUSTON                 | TX       | 77024               |     |
| Office Interiors & Design                                    | 121 CHERRY HILL BLVD  | LINCOLN                 | NE       | 68510               |     |
| Tangram  | 9200 SORENSON AVE   | SANTE FE SPRINGS        | CA       | 90670               |     |
| Office Essentials  | 1834 WALTON ROAD  | ST LOUIS                | MO       | 63114               |     |
| Office Interiors OK  | 204 N ROBINSON AVE SUITE 1900                                   | OKLAHOMA CITY           | OK       | 73120               |     |
| Sheppard's Business Interiors<br>Innovative Office Solutions | 725 SOUTH 72ND ST<br>151 EAST CLIFF ROAD SUITE 40               | OMAHA<br>BURNSVILLE     | NE<br>MN | 68114<br>55227      |     |
| Duet Resource Group  | 151 EAST CLIFF ROAD SUITE 40<br>224 S 1ST ST                    | MILWAUKEE               | MN<br>WI | 55337<br>53204      |     |
| Paragon Interiors  | 1599 GRANT ST SUITE 101   | BETTENDORF              | IA       | 52722               |     |
| Quality Office Environments                                  | 127 MAIN STREET   | GENESEO                 | NY       | 14454               |     |
| (  |   |                         |          |                     |     |

Minority-owned Standards

MBE/SB

WBE

WBE

SDVOB/ SB

The following should replace Proposal Form 3 in its entirety.

# **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.

# State of Florida Department of State

I certify from the records of this office that WB MANUFACTURING, LLC is a Wisconsin limited liability company authorized to transact business in the State of Florida, qualified on October 23, 2018.

The document number of this limited liability company is M18000009564.

I further certify that said limited liability company has paid all fees due this office through December 31, 2018 and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of November, 2018



Ken Detmer

Secretary of State

Tracking Number: CU1902744149

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOiStatus/CertificateAutheatication



OF WB MANUFACTURING, LLC

# Filing Number: 3338462

I, LAWERENCE DENNEY, Secretary of State of the State of Idaho, hereby certify that an application for Foreign Registration Statement, duly executed pursuant to the provisions of the Idaho Uniform Business Organization Code, has been received in this office and is found to conform to law.

ACCORDINGLY, by virtue of the authority vested in me by law, I issue this Certificate of Registration to transact business in this State and attach hereto a duplicate of the application for such certificate.

Dated: 24 October 2018



Lawerence Denney Secretary of State

Processed by: Business Division



To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

# APPLICATION FOR CERTIFICATE OF AUTHORITY

OF

# WB MANUFACTURING LLC

the original of which was filed in this office on the 24th day of October, 2018.





Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official scal at the City of Raleigh, this 24th day of October, 2018.

Elaine I. Marshall

Secretary of State

Certification# C201829700034-1 Reference# C201829700034-1 Page: I of 4 Verify this certificate online at http://www.sosnc.gov/verification



#### 10/31/18

Taxpayer Identification# 814-729-294/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Holline at (609)292-9292. I wish you continued success in your business endeavors. Sincerely. James J. Fruscione Director New Jersey Division of Revenue CONTRACTOR STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252 TAXPAYER NAME: TRADE NAME: WB MANUFACTURING, LLC WISCONSIN BENCH ADDRESS: SEQUENCE NUMBER: **507 EAST GRANT STREET** 2282717 **THORP WI 54771 EFFECTIVE DATE:** ISSUANCE DATE: 10/31/18 10/31/18 Director New Jersey Division of Revenue FORM-BRC 



#### 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: WB. Manufacturing
Title of Authorized Representative: Inside Sales Manager
Mailing Address: 507 E Grant St. Thorp, WI_54771 Signature: Arah Jangon

# 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: WB ManuFacturing
Title of Authorized Representative: Inside Sales Manager
Mailing Address: 507 E Grant St Thorp, WI 54771
Signature: Jarah Hangon

# 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

3-13-25

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

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

l 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 WBManufacturing

ADDRESS 507 E Grant St

Thomp. W1 54771

PHONE 800-242-2303

FAX

RESPONDANT

Inside Sales Coordinator Position with Company

AUTHORIZING OFFICIAL

ignature

Sarah Hanson

Inside Sales Manager

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:

Staring 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

#### PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND RELATIONSHIPS WITH FOREIGN ENTITIES CERTIFICATION

# BOYCOTT CERTIFICATION

Respondent 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?

(Initials of Authorized Representative)

Respondent must certify that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. Respondent must aslo certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree?

(Initials of Authorized Representative)

# **RELATIONSHIPS WITH FOREIGN ENTITIES CERTIFICATION**

In accordance with the Texas Government Code, §§2252.152–2252.154, a contractor must certify that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, the government of Iran, the government of Sudan, or a foreign organization designated as a foreign terrorist organization by the U.S. Secretary of State.

In accordance with the Texas Government Code, Chapter 2275, a governmental entity cannot enter into a contract or other agreement relating to critical infrastructure in Texas with a company that is owned or controlled by individuals, any company, or headquartered in China, Iran, North Korea, Russia, or a designated country, even if company is publicly traded. "Critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility. "Cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Does vendor agree? \_

(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

certify that my company is a "resident Bidder"

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.)

WB Many Facturing	507 E Grant St		Compan
y Name J	Address		2
Thorp	<u>UI</u>	54771	City
	State	Zip	

The following should replace Proposal Form 12 in its entirety. Changes have been highlighted.

#### 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?

(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?

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60 and to the extent allowed by Title VI of the Civil Rights Act of 1964 and applicable executive orders, 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?

(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 <u>www.wdol.gov</u>. 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?

<u>\_</u>\*

(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?

(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?

(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?

(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?

(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? \_\_\_\_\_

(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?

(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?

(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?

(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?

(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?

(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?	20	

#### (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.

WB Manufacturing, LLC Comparity Name re

Signature of Authorized Company Official

oarah Hanson

Printed Name Inside Sales Manager Contract Admin

Title 4-16-25

Date

# The following should replace Proposal Form 13 in its entirety. Changes have been highlighted.

# **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? (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? (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?

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? SX (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?

#### 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?

# 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.
#### 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.

Sarah t

Signature of Respondent

4-16-25

Date

Does Respondent agree? St (Initials of Authorized Representative)

#### 7. Compliance with 2 CFR 200.321(b)(1)-(5)

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 the extent required and/or allowed by Federal law.

Does Respondent agree?

# 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 and data required by the contract but not first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract and data required by the contract but not 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?

# 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:	WB Many Facturing	
Street:	507 E Grant St	
City, State, Zip Code:	Thorp, W. 54771	
	, certify that I am the sole own , that there are no partners and the 2:25-24.2 do not apply.	
OR:		
1	, a partner in	, do hereby
	list of all individual partners who own a 10% or gre	
	of the partners is itself a corporation or partnership	
names and addresses of the	stockholders holding 10% or more of that corporatio	on's stock or the individual
partners owning 10% or grea	ater interest in that partnership.	
OR: 1 Sarah Hanson	, an authorized representative	of
	, a corporation, do hereby certify that the f ders in the corporation who own 10% or more of its	
	ers in the corporation who own 10% or more of its of such stockholders is itself a corporation or partn	
	es of the stockholders holding 10% or more of the co	
		proration's stock of the
mawaaan partners owning a	10% or greater interest in that partnership.	
(Note: If there are no partne	ers or stockholders owning 10% or more interest, i	ndicate 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.

Sarah Hanfon Inside Sales Manager Authorized Signature and Title

4-16.25

Date

PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT Company Name: WB Manufacturing Street: 507 E Grant St. City, State, Zip Code: Thorp, W1 54771

State of New Jersey Wisconsin

County of Clark

1. Sarah Hanson of the Thorp Name City

in the County of <u>Clark</u>, State of <u>Wisconsin</u> 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 WB ManuFacturing Title Convact Admin 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 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

WB Manufacturing, LLC

ngon Inside Salos Manager

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this day of

Notary Public of New Jersey WISCONSIM My commission expires July 8, 20\_25



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

Company Name: WB MANNFACturing Street: <u>607 E Grant</u> City, State, Zip Code: <u>Thorp, WI</u> 54771

#### **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 <u>Affirmative Action Employee Information Report (AA302)</u>

# 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

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

h Hangon Inside Sales Manager

Authorized Signature and Title

# 4-16-25

#### 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 by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to 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 it 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 <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Signature of Procurement Agent

# 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 <u>N.J.S.A.</u> 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (<u>https://www.nj.gov/dca/divisions/dlgs/resources/lfns\_2006.html</u>).

- 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).
- 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 <a href="https://www.state.nj.us/dca/divisions/dlgs/programs/pay\_2\_play.html">https://www.state.nj.us/dca/divisions/dlgs/programs/pay\_2\_play.html</a> 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 <u>N.J.S.A.</u> 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (<u>N.J.S.A.</u> 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
- 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 <u>N.J.S.A.</u> 19:44A-8 and 19:44A-16 for more details on reportable contributions.

<u>N.J.S.A.</u> 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
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business 8. 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.

<sup>\*</sup> <u>N.J.S.A.</u> 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: WB Man Address: 507 E. Grant	v Facturing		
City: Thorp	State: 🙌	Zip:54771	

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

	Sarah Hanson	Inside Sales Manager	Contract
Signature	Printed Name	Title	Admin

Part II -- Contribution Disclosure

Disclosure requirement: Pursuant to <u>N.J.S.A.</u> 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
			\$
	· · · · · · · · · · · · · · · · · · ·		
			-
		·	
Chack have if the information	n is continued on subsequent page(s)		

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

# Continuation Page C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Required Pursuant To <u>N.J.S.A.</u> 19:44A-20.26 Page \_\_\_\_ of \_\_\_\_\_

Vendor Name:

Contributor Name	Recipient Name	Date	-Dollar Amount
			\$
	-		
			54 1
······································			
	· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·
			-

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 <u>WWW.NJ.GOV/DCA/LGS/P2P</u> A COUNTY-BASED, CUSTOMIZABLE FORM.

# **PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION**

#### Name of Business:

. .

<ul> <li></li> </ul>	I certify that the list below contains the names and home addresses of all stockholders hold	ing 10% or
	more of the issued and outstanding stock of the undersigned.	4

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
   Corporation
- Sole Proprietorship
   Limited Partnership
   Limited Liability
   Corporation

Limited Liability
 Partnership
 Subchapter S
 Corporation

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

Stockholders:	
Name: WB ACQUISITION	Name:
Home Address: 3434 Gin Lane Naples, FL 34102	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this 17 day of	Alich Hagn (Affiant)
(Notary Public) Ulthur Vait My Commission expires: July 8, 2025	Sarah Hanson - Inside Sales Manager (Print name & title of affiant)
Oury of dione	(Corporate Seal)
NOTARY PUBLIC	

#### 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. <u>Redlined copies of this agreement should not be submitted with the response</u>. 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).

4-16-25

Date

Sarah Hargon Inside Sales Authorized Signature & Title Manager





**Open Records Policy – Redacted Pages** 

WB Manufacturing requests Proposal Form 2: Questionnaire & Evaluation criteria pages, submission pages 5 through 38, be exempt from the Public Information Act and completely redacted. These pages include trade secrets and proprietary information that we do not want to disclose to the public.

For any questions, please reach out to our Contract Admin/Inside Sales Manager Sarah Hanson shanson@wbmfg.com.

Thank you,

Brett McIndoo

vor the cluba

President of WB Manufacturing, LLC bmcindoo@wbmfg.com 800-242-2303 ext. 139