

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

March 7, 2025

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**Section Two:**  
Proposal Submission, Questionnaire and  
Required Forms

Proposal Form Checklist.....	3
PROPOSAL FORM 1: ATTACHMENT B – PRICING .....	4
PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA.....	5
PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES.....	12
PROPOSAL FORM 4: CLEAN AIR WATER ACT .....	13
PROPOSAL FORM 5: DEBARMENT NOTICE .....	14
PROPOSAL FORM 6: LOBBYING CERTIFICATION .....	15
PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS .....	16
PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS.....	17
PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295 .....	18
PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND RELATIONSHIPS WITH FOREIGN ENTITIES CERTIFICATION .....	19
PROPOSAL FORM 11: RESIDENT CERTIFICATION .....	20
PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM.....	21
PROPOSAL FORM 13: FEMA REQUIREMENTS.....	27
PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS.....	30
PROPOSAL FORM 15: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2).....	32
PROPOSAL FORM 16: NON-COLLUSION AFFIDAVIT .....	33
PROPOSAL FORM 17: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127) .....	34
PROPOSAL FORM 18: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM .....	37
PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION .....	42
PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM .....	43
PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT .....	44
PROPOSAL FORM 22: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE .....	45

# 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 FORM 9: IMPLEMENTATION OF HOUSE BILL 1295
- ☒ PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND FOREIGN ENTITIES CERTIFICATION
- ☒ PROPOSAL FORM 11: RESIDENT CERTIFICATION
- ☒ PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION 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 may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response. **Vendor responses are strictly limited to 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
<b>Basic Information</b>		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	WB Manufacturing LLC
	<i>What is the mailing address of your company's headquarters?</i>	507 E Grant St. Thorp, WI 54771
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Sarah Hanson – Inside Sales Manager/ Contract Administrator <a href="mailto:sarahh@wibenchmfg.com">sarahh@wibenchmfg.com</a> 800-242-2303 ext. 165
<b>Products/Pricing (35 Points)</b>		
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	<i>Does pricing submitted include the required administrative fee?</i>	No, the administration fees are not factored into the pricing of our products.
	<i>Please provide your proposed administrative fee percentage or structure.</i>	WB proposes a flat rate administration fee of 2% on total end user costs.

	<i>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.</i>	
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	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	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections, including shipping, installation, and other peripheral costs/fees?</i>	As requested, WB has provided a detailed price list for all our products and services offered through our authorized dealers.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	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 by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Product and service features and capabilities	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	<p>WB Manufacturing is a leading supplier of educational furniture and storage. We offer a wide variety of products to fit all environments.</p> <p>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.</p> <p>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.</p>

		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.
	<i>Outline how your products and services compare to those of your competitors.</i>	<p>WB Manufacturing provides superior construction for each of our products, we refer to these as the “WB Basics.”</p> <p>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.</p> <p>WB utilizes an MDF Core, versus particle 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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. Our Outside Sales Team has their boots on the ground, traveling throughout their territory to customers, architects, end users, and attending tradeshow. 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.</p> <p>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.</p>

	<i>Describe any customization capabilities offered for standard product lines.</i>	WB Manufacturing Can Design, Build and Deliver. We have the experience and flexibility to 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.
	<i>Outline your digital design and visualization capabilities including digital rendering options.</i>	Here at WB, we utilize CET Commercial Interiors software that uses real product data, making it easy to accurately specify products for spaces. We create space planning, product 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.
	<i>List the number and location of offices or service centers for all states being 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.</i>	WB has one manufacturing plant and service center located in Thorp, Wisconsin. We also have a distribution warehouse located in De Pere, Wisconsin.
	<i>Outline any value-added capabilities not already addressed.</i>	<p>WB Manufacturing has a Build and Hold program that is available to all customers. Send us your summer projects and WB will build your furniture during the off-peak season. We'll 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

		WB Manufacturing maintains a successful record of contract usage across the country. We have experience with national, state, and regional contracts.
Customer implementation and project management	<i>Outline project management methodologies from initial assessment to final installation.</i>	<p>When a request is received by our info email, the request is started in our ERP system where our Customer Service Supervisor assigns the request to one of our Customer Service Specialists to generate a quote with a pricing breakdown. If any questions or clarifications are needed, our Customer Service Specialists reach out to them directly to ensure they provide the most accurate quote. Once the quote is complete and goes through our rigorous double check process, it is emailed to the requestee.</p> <p>Once the PO is received by our info email, once again our Customer Service Specialist works on the purchase order to complete the level of detail needed for 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, packaged and shipped, our accounting team invoices the customer. For any additional support throughout this process, both our inside and outside sales team and Account Managers can assist and answer any questions or concerns.</p> <p>WB is currently implementing a new onboarding process for new contacts and dealers. This will allow all new dealers and new contacts to be educated on our products and services and supported as they navigate working with us for the first time. This process includes an introduction to our Inside Sales team via phone call and email. We then initiate a marketing campaign that introduces them to different aspects of WB each week. Frequent communication is the key to ensuring all dealers and contacts are up to date on the latest news here at WB Manufacturing.</p>
	<i>Outline what ongoing training and consulting support is available to customers.</i>	<p>Our inside and outside sales team work together to keep dealers updated on all things WB. Our outside Sales Managers regularly travel throughout their territory meeting with their dealers. Whether it be an informative meeting or training session with the dealer sales force, checking in on current and upcoming projects, or making visits with dealers to the end users, our outside Sales Managers have their boots on the ground in their territory. Our inside sales team also hold informative virtual meetings with dealers to update them on any changes or additions to our products and services. We believe in building strong relationships with our dealers and active communication is how we ensure everyone is knowledgeable about WB Manufacturing.</p> <p>WB Manufacturing has a robust sample program. We encourage our dealers and end users to touch and feel the quality of our products. In addition to product samples, we also offer a variety of color pallet samples and literature to our end users and dealers. Before WB releases new products or colors, we rotate through our dealers for who we are going to send free prototype- samples to. We value our dealer's insight and opinions on our products and love to get their feedback. Once those new products are released, we encourage all our dealers to order a sample to take with them as they travel across their territory. WB aims to support our dealers and provide them with the knowledge they need, not only for our new products, but for all our products.</p>

		<p>WB Manufacturing is open to offering plant tours to any dealer or end users who are interested in learning more about our manufacturing processes.</p> <p>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.</p>
Maintenance services and staff qualifications	<i>Outline your preventative maintenance program for the offered products and services.</i>	
	<i>Identify certifications and qualifications required by installation and maintenance staff.</i>	
	<i>Outline any warranty programs offered including term length and coverage details.</i>	Please see the attached WB Manufacturing Warranty for information regarding our guidelines.
Integration with other platforms	<i>Outline any online ordering system applications and integration capabilities with existing systems.</i>	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	<i>Identify relative quality control processes in place including material selection, testing protocols, and compliance with industry standards.</i>	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.
	<i>Identify measures taken to stay current with technological advancements and integration into product lines.</i>	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 tradeshow 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.
	<i>Outline all applicable product certifications currently held such as BIFMA or ADA.</i>	<p>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.</p> <p>Many of our ELO Desks, most of our tables, and our chairs have been tested to be BIFMA certified.</p>

	<i>Describe initiatives in place to address environmental impact measures such as product recycling, refurbishment, and disposal at end of life.</i>	Of the 3 Rs, we focus on the reduction of waste as much as possible. Our facility recycles all 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	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	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 place.
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed reference letters</i>	Please see our attached Duns and Bradstreet report for our financial strength and stability.
	<i>What was your annual sales volume over last three (3) years?</i>	
History of meeting products and services deadlines	<i>Outline the process timeline for product pickup, delivery and any other applicable capabilities not already addressed.</i>	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	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	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.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	

<b>Qualification and Experience (25 Points)</b>		
Respondent reputation in the marketplace	<p><i>Provide a link to your company's website</i></p> <p><i>Please provide a brief history of your company, including the year it was established.</i></p>	<p><a href="https://wbmfg.com/">https://wbmfg.com/</a></p> <p>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 producing wooden cutting boards and serving trays, the company quickly gained a reputation for craftsmanship and quality.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
Past relationship with Region 10 ESC and/or Region 10 ESC members	<p><i>Have you worked with Region 10 in the past? If so, provide the timeframe and main contact for that work?</i></p>	<p>Though we have not worked with Region 10 ESC directly, WB Manufacturing has worked on numerous projects with Region10 ESC district members over the years. These projects have a varied range of size, need, and date ranges.</p>
Experience and qualification of key employees	<p><i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i></p> <ul style="list-style-type: none"> <li>* Executive Support</li> <li>* Account Manager</li> <li>* Contract Manager</li> <li>* Marketing</li> <li>* Billing, reporting &amp; Accounts Payable</li> </ul>	<p><b>Executive Support</b></p> <p>Jessica Olson   Executive Vice Preside of Customer Experience   Workspace + 507 E Grant St   Thorp, WI 54771 Phone: 800-242-2303   Email: <a href="mailto:jolson@wbmfg.com">jolson@wbmfg.com</a></p> <p>Jessica Olson has been working with WB Manufacturing for over 10 years in various roles throughout the organization. Jessica leads the sales team, Marketing, Customer Service, design, estimating and the inside sales teams. She has been in the Senior VP of Sales and Marketing for the last 2 years. Over her time in the Educational Manufacturing Industry she</p>

		<p>has developed a strong understanding of the needs of the school districts both from a sales perspective and operations.</p> <p><b>Account Manager &amp; Contract Manager</b>  Sarah Hanson   Inside Sales Coordinator &amp; Contract Administrator   WB Manufacturing  507 E Grant St   Thorp, WI 54771  Phone: 800-242-2303   Email: <a href="mailto:shanson@wbmfg.com">shanson@wbmfg.com</a></p> <p>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.</p> <p><b>Marketing</b>  Carrie-Ann Curran   Strategic Marketing Manager   Workspace +  507 E Grant St   Thorp, WI 54771  Phone: 800-242-2303   Email: <a href="mailto:ccurran@workspaceplus.com">ccurran@workspaceplus.com</a></p> <p>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.</p> <p><b>Billing Reporting and Accounts Payable</b>  Karen Kroeplin   Accounts Payable   WB manufacturing  507 E Grant St   Thorp, WI 54771  Phone: 800-242-2303   Email: <a href="mailto:kkroeplin@wbmfg.com">kkroeplin@wbmfg.com</a></p> <p>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.</p>
Past experience working with the public sector	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p> <p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>[REDACTED]</p> <p>WB Sales team has developed a strategy of 3 pillars to increase our market share. The first 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</p>

		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 investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	WB Manufacturing has not been involved in any litigation or bankruptcy in the past. Benchmark Industries, the original “Nations Bench Maker”, located in Hallie, WI was where WB Manufacturing was born in 1983. After changes in ownership Benchmark Components 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 relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name &amp; title; city &amp; state; phone number; years serviced; description of services; and annual volume</i>	<p><b>Dallas ISD</b> – Dallas, TX   Tim Holt, Project Manager Construction Services   972-925-7209   Serviced from 2018-Present   Classroom and Specialty Furniture and Casework   [REDACTED]</p> <p><b>Austin ISD</b> – Austin, TX   Laura Caswell, Furniture Fixtures and Equipment Manager   512-567-7675   Serviced from 2017-Present   Classrooms, student and teacher desks   [REDACTED]</p> <p><b>Cherry Hill School District</b> – 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   [REDACTED]</p> <p><b>Harmony ISD</b> – 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   [REDACTED]</p> <p><b>Bakersfield City School District</b> – Bakersfield, CA   David West, Director of Stores and Purchasing   661-631-4711   Serviced from 2014-Present   Classroom furniture, storage, workstations   [REDACTED]</p>

		Elkhorn Schools – Elkhorn, NE   Ryan Lindquist, Business Manager   402-850-8633   Serviced from 2019-Present   Mobile Casework, Media Centers, classroom furniture   [REDACTED]
Company profile and capabilities	Do you plan to sell to customers directly, use resellers or subcontractors, or a combination of both? If you intend to use resellers and/or subcontractors, describe your process for ensuring that resellers and subcontractors comply with the pricing and terms of the contract.	WB is a furniture manufacturer who sells through authorized dealers. We are an open line. We price things internally and provide guidelines for end user discount levels to our dealers. We also have the ability to request the quotes and PO's sent to and from the end user. Please see our attached Dealer List.
Exhibited understanding of cooperative purchasing	No answer is required. Region 10 will utilize your overall response to this questionnaire to make this determination. Previous experience with cooperatives is not necessary to score well for this criterion.	
Other factors relevant to this section as submitted by the Respondent	If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.	WB is privately owned; our holding company owner has never been convicted of a felony.
	Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 3. No answer is required here.	
Commitment to Service Equalis Group Members (15 Points)		
Marketing plan, capability, and commitment	Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.	<p>Upon award, our approach is straightforward and focused. We will integrate the contract into our existing public sector strategy by emphasizing our longstanding reputation and solid expertise in the field. Here's how we plan to proceed:</p> <ol style="list-style-type: none"><li><b>Clear Messaging:</b> We will develop clear, factual messaging that details the benefits of the contract while underlining our proven track record in educational environments.</li><li><b>Targeted Outreach:</b> Our digital and social media campaigns will directly target key public sector decision-makers. We'll employ informative content such as best practices and thought leadership pieces that illustrate past successes and operational reliability.</li><li><b>Industry Engagement:</b> We'll participate in relevant public sector conferences, webinars, and panel discussions to provide firsthand insights into our quality standards and proven solutions.</li><li><b>Integrated Communication:</b> 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.</li></ol> <p>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.</p>

	<i>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.</i>	Once the contract is awarded, a Contract Summary Sheet will be created that outlines how to use the contract, who can use the contract, and the general terms and conditions of the contract. Next, a training session will be held to educate our Sales Managers on the ins and outs of the contract. They all have experience using contracts in the past so highlighting the differences and benefits of using this contract will be included in the training. Our customer service team will also be trained on the terms and conditions of the contract so they can effectively quote and process orders placed on contract.																																																					
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	WB Manufacturing agrees to provide our company logo to Region 10 ESC and Equalis Group and gives permission to reproduce our logo for marketing communications and promotions. We will reach out for permission to use Equalis Group and Region 10 ESC logos as needed or our own marketing and promotional usage.																																																					
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	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.																																																					
	<i>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.</i>	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.																																																					
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	<table> <tr> <th><b>Cooperative/ GPO Name:</b></th><th><b>Contract Number:</b></th><th><b>Expiration Date:</b></th></tr> <tr><td>CMAS</td><td>4-24-04-1051</td><td>12/31/2025</td></tr> <tr><td>Costars</td><td>035-E22-154</td><td>04/12/2026</td></tr> <tr><td>Ed Data New Jersey</td><td>12288</td><td>11/30/2026</td></tr> <tr><td>Ed-Data New York</td><td>12368</td><td>03/31/2026</td></tr> <tr><td>Epic 6 ESC Region 6</td><td>16.24</td><td>06/30/2029</td></tr> <tr><td>ESCNJ</td><td>22/23-08</td><td>07/01/2025</td></tr> <tr><td>KCDA</td><td>25-130</td><td>12/31/2025</td></tr> <tr><td>MHEC</td><td>MC12-C07</td><td>07/31/2025</td></tr> <tr><td>Mississippi State</td><td>8200075251</td><td>06/30/2025</td></tr> <tr><td>New York State</td><td>23295</td><td>12/01/2028</td></tr> <tr><td>North Carolina State</td><td>5610A</td><td>07/14/2027</td></tr> <tr><td>PA State</td><td>4400025791</td><td>04/30/2026</td></tr> <tr><td>Peppm</td><td>535122-200</td><td>12/31/2025</td></tr> <tr><td>Omnia</td><td>R240119</td><td>12/31/2027</td></tr> <tr><td>South Carolina State</td><td>4400022803</td><td>12/05/2026</td></tr> <tr><td>State of Kentucky</td><td>2200000605</td><td>01/31/2026</td></tr> <tr><td>Tips</td><td>210305</td><td>05/31/2026</td></tr> </table>	<b>Cooperative/ GPO Name:</b>	<b>Contract Number:</b>	<b>Expiration Date:</b>	CMAS	4-24-04-1051	12/31/2025	Costars	035-E22-154	04/12/2026	Ed Data New Jersey	12288	11/30/2026	Ed-Data New York	12368	03/31/2026	Epic 6 ESC Region 6	16.24	06/30/2029	ESCNJ	22/23-08	07/01/2025	KCDA	25-130	12/31/2025	MHEC	MC12-C07	07/31/2025	Mississippi State	8200075251	06/30/2025	New York State	23295	12/01/2028	North Carolina State	5610A	07/14/2027	PA State	4400025791	04/30/2026	Peppm	535122-200	12/31/2025	Omnia	R240119	12/31/2027	South Carolina State	4400022803	12/05/2026	State of Kentucky	2200000605	01/31/2026	Tips	210305
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Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	Our Marketing Team has the capability to inform and promote our awarded contract to all of our dealers and many end users via e-blasts, social media and blog posts. Our Sales Team has significant experience working with and promoting the use of contracts across the country. Contracts are introduced to new customers when introductory meetings are held to get them up to speed about what WB has to offer them. WB also attends different tradeshow hosted by Cooperatives and will use signage at our tradeshow to highlight different contracts we are on.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	WB currently has 8 outside Sales Managers and two Inside Sales Coordinators who may be utilizing this contract: Kendra Eslinger – VP of Sales and Midwest Regional Sales Manager located in Wisconsin 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**

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### **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 warranted 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's Focus is to Exceed in Green Initiatives

**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 contaminants; 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](http://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	Minority-owned Standards
A. Barags & Associates LLC	PO BOX 792056	SAN ANTONIO	TX	78279	MBE/ SB
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	LAWRENCEVILLE	NJ	08648	
American Design Associates	802 GLENEAGLES COURT, SUITE 200	TOWSON	MD	21286	
Amtek	1244 RITCHIE HIGHWAY, SUITE 10	ARNOLD	MD	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	OH	43229	
Corbett INC	56 BUTTONWOOD ST	NORRISTOWN	PA	19401-1143	
CORE Buissness 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	IN	47302	
Educators Depot	17424 W GRAND PARKWAY SUITE 206	SUGARLAND	TX	77479	
ELB Education	415 BOULDER COURT, SUITE 500	PLEASANTON	CA	94566	
Emerald BUSINESS SUPPLY	4807 ASHBURNER ST	PHILADELPHIA	PA	19136	
Evgreen 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	WBE
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	CHARDON	OH	44024	WBE
MBI (Munson Business Interiors)	2307 RIVER ROAD SUITE 100	LOUISVILLE	KY	40206	
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	TX	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	P.O. BOX 1017	APPLETON	WI	54912-1017	
Sharp School Services	6400 LINCOLNWAY	HOBART	IN	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	SDVOB/ SB
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	725 SOUTH 72ND ST	OMAHA	NE	68114	
Innovative Office Solutions	151 EAST CLIFF ROAD SUITE 40	BURNSVILLE	MN	55337	
Duet Resource Group	224 S 1ST ST	MILWAUKEE	WI	53204	
Paragon Interiors	1599 GRANT ST SUITE 101	BETTENDORF	IA	52722	
Quality Office Environments	127 MAIN STREET	GENESEO	NY	14454	

*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 DeFuria*  
**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/CertificateOfStatus/CertificateAuthentication>

# State of Idaho

Office of the Secretary of State

## CERTIFICATE OF REGISTRATION OF WB MANUFACTURING, LLC

Filing Number: 3338462

I, LAWRENCE 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



*Lawrence Denney*  
Lawrence Denney  
Secretary of State

Processed by: Business Division



# NORTH CAROLINA

## Department of the Secretary of State

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 seal at the City of Raleigh, this 24th day of October, 2018.

*Elaine F. Marshall*

Secretary of State

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 Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
WB MANUFACTURING, LLC

ADDRESS:  
507 EAST GRANT STREET  
THORP WI 54771  
EFFECTIVE DATE:

10/31/18

TRADE NAME:  
WISCONSIN BENCH

SEQUENCE NUMBER:  
2282717

ISSUANCE DATE:  
10/31/18



Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF REGISTRATION

to

WB MANUFACTURING LLC

A WISCONSIN LIMITED LIABILITY COMPANY, effective on the date indicated below.

Effective Date: 12/01/2017  
UBI Number: 604 196 584



Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

A handwritten signature in cursive script, reading "Kim Wyman".

Kim Wyman, Secretary of State

Date Issued: 12/01/2017

**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: Sarah Hannon

**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: Sarah Hargan

## 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

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

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

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

VENDOR WB Manufacturing

ADDRESS 507 E Grant St

Thorp, WI 54771

PHONE 800-242-2303

FAX \_\_\_\_\_

**RESPONDANT**

Haley Kniprath  
Signature

Haley Kniprath  
Printed Name

Inside Sales Coordinator  
Position with Company

**AUTHORIZING OFFICIAL**

Sarah Hanson  
Signature

Sarah Hanson  
Printed Name

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:**

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

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

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](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? SAA  
(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 also certify that it does not boycott energy companies; and will not boycott energy companies during the term of the contract.

Does vendor agree? SAA  
(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? SAA  
(Initials of Authorized Representative)

## PROPOSAL FORM 11: RESIDENT CERTIFICATION

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

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

Texas or Non-Texas Resident

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

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

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

---

<u>WB Manufacturing</u>	<u>507 E Grant St</u>		Compan
y Name	Address		
<u>Thorp</u>	<u>WI</u>	<u>54771</u>	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? SA

(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? SA

(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? SA

(Initials of Authorized Representative)

### 4. Davis-Bacon Act:

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

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

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

Does vendor agree? SA

(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? SAB  
(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? SAB  
(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? SAB  
(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 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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? SA

(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? SA

(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? SA

(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? SJA

(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? SJA

(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? SJA

(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? SJA

(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? SJA

(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

Company Name

Sarah Hanson

Signature of Authorized Company Official

Sarah 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? *SA*  
(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? SK  
(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? SK  
(Initials of Authorized Representative)

## *3. Use of DHS Seal, Logo, and Flags*

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

Does Respondent agree? SK  
(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? SK  
(Initials of Authorized Representative)

## *5. No Obligation by Federal Government*

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

Does Respondent agree? SK  
(Initials of Authorized Representative)

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

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

## **PROPOSAL FORM 14: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**

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

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

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

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

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

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

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

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

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



Signature of Respondent



Date

Does Respondent agree? SK  
(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? SK  
(Initials of Authorized Representative)

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

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

Does Respondent agree? CA  
(Initials of Authorized Representative)

**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 Manufacturing

Street: 507 E Grant St

City, State, Zip Code: Thorp, WI 54771

**Complete as appropriate:**

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

**OR:**

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

**OR:**

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

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

Name	Address	Interest
<u>None</u>		

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

Sarah Hanson 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, WI 54771

State of ~~New Jersey~~ Wisconsin

County of Clark

I, Sarah Hanson of the Thorp  
Name City

in the County of Clark, State of Wisconsin 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 Contract 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 the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

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

WB Manufacturing, LLC  
Company Name

Sarah Hanson Inside Sales Manager  
Authorized Signature & Title

Subscribed and sworn before me

this 16<sup>th</sup> day of April, 20 25

Heather J Vait  
Notary Public of ~~New Jersey~~ Wisconsin  
My commission expires July 8, 20 25

SEAL



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

Company Name: WB Manufacturing

Street: 507 E Grant

City, State, Zip Code: Thorp, WI 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 Affirmative Action Employee Information Report (AA302)

✓

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

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

Sarah Hanson 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 and supplemented from time to time.

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

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

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

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

A handwritten signature in blue ink, reading "Sarah Hargan", is written over a horizontal line.

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 N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used "as-is", subject to edits as described herein.
  - e) The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make **any** prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

Page 39 of 47

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page \_\_\_\_ of \_\_\_\_

[illegible]

Page 40 of 47

**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 Clerk

Sheriff

{County Executive}

Surrogate

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

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**PROPOSAL FORM 19: STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

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

OR

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

**Check the box that represents the type of business organization:**

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability Partnership

☐ Corporation

☐ Limited Partnership

☒ Limited Liability Corporation

☐ Subchapter S Corporation

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

Stockholders:

Name: <u>WB ACQUISITION</u>	Name:
Home Address: <u>3434 Gin Lane</u> <u>Naples, FL 34102</u>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>17</u> day of <u>April</u> , 20 <u>25</u>	<u>Sarah Hanson</u> (Affiant)
(Notary Public) <u>Heather J Vait</u>	<u>Sarah Hanson - Inside Sales Manager</u> (Print name & title of affiant)
My Commission expires: <u>July 8, 2025</u>	(Corporate Seal)



## PROPOSAL FORM 20: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

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

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

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

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

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

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

---

## PROPOSAL FORM 21: EQUALIS GROUP ADMINISTRATION AGREEMENT

### Requirements for Master Agreement To be administered by Equalis Group

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

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

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

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

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

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

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

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

☐ We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

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

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

Date

4-16-25

*Sarah Hargan 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](mailto:shanson@wbmfg.com).

Thank you,

Brett McIndoo

A handwritten signature in blue ink, appearing to read 'Brett McIndoo'.

President of WB Manufacturing, LLC

[bmcindoo@wbmfg.com](mailto:bmcindoo@wbmfg.com)


800-242-2303 ext. 139

**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**

Prices are guaranteed: **120 days**

Company name	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 Amendments 1 & 2 (Initial)	SH
Authorized signature	

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.

\_\_\_\_\_  
Region 10 ESC Authorized Agent

\_\_\_\_\_  
Date

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

Equalis Group Contract Number \_\_\_\_\_

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

March 7, 2025

**Section Three:**

Part A – Vendor Contract and Signature Form

Attachment A – Equalis Group Administrative Agreement

Attachment C – State Notices

<b>SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS</b>	<b>3</b>
<b>VENDOR CONTRACT AND SIGNATURE FORM</b>	<b>3</b>
1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS	3
2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT	4
3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS	4
4. ARTICLE 4 – FORMATION OF CONTRACT	4
5. ARTICLE 5 – TERMINATION OF CONTRACT	5
6. ARTICLE 6 – LICENSES	6
7. ARTICLE 7 – DELIVERY PROVISIONS	6
8. ARTICLE 8 – BILLING AND REPORTING	7
9. ARTICLE 9 – PRICING	7
10. ARTICLE 10 – PRICING AUDIT	8
11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS	8
12. ARTICLE 12 – SITE REQUIREMENTS	9
13. ARTICLE 13 – MISCELLANEOUS	10
14. CONTRACT SIGNATURE FORM	12
<b>ATTACHMENT A – EQUALIS GROUP ADMINISTRATIVE AGREEMENT</b>	<b>13</b>
<b>SECTION 1. RECITALS</b>	<b>13</b>
<b>SECTION 2. BUSINESS TERMS</b>	<b>14</b>
<b>SECTION 3. TERMS &amp; CONDITIONS</b>	<b>14</b>
<b>APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS</b>	<b>19</b>
<b>APPENDIX C: FINANCIAL TERMS</b>	<b>5</b>

## 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 July 1, 2025, by and between WB Manufacturing, LLC ("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 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## 2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

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

## 3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

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

## 4. ARTICLE 4 – FORMATION OF CONTRACT

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

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

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

## 5. ARTICLE 5 – TERMINATION OF CONTRACT

- 5.1 **Cancellation for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, 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 **Delivery/Service failures:** Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- Providing material that does not meet the specifications of the contract;
  - Providing work and/or material that was not awarded under the contract;
  - 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;
  - 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
  - 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 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence

of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

## 6. ARTICLE 6 – LICENSES

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

## 7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** 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 **Inspection & Acceptance:** 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 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** 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 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating 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 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

## 9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by 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 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract. 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 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## 10. ARTICLE 10 – PRICING AUDIT

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

## 11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for 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 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating

an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.
- 11.8 **Domestic preference:** Region 10 ESC prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States.

## 12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or

some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

- 12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Vendor must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

### 13. ARTICLE 13 – MISCELLANEOUS

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

- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from 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 **Legal Obligations:** It is the Vendor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulations must be followed even if not specifically identified herein.

[Signatures follow on Signature Form]

## ATTACHMENT A – EQUALIS GROUP ADMINISTRATIVE AGREEMENT

**NOTE:** This agreement is provided as a model agreement which winning supplier will enter into upon award with Equalis Group. Respondents are asked not to respond with redlines for this model contract. Respondent should complete the Equalis Group Administration Agreement Declaration form found in section two of the Proposal Submission and Required Forms document. In this form, the respondent will need to indicate acceptance of these terms, or if they wish to negotiate.

THIS ADMINISTRATION AGREEMENT (this "Agreement"), effective as of July 1, 2025 (the "Effective Date"), is entered into by and between Winning Supplier, ("Winning Supplier") and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5540 Granite Parkway, Suite 200, Plano, Texas 75024 ("Equalis"). Throughout this Agreement, Winning Supplier and Equalis are referred to interchangeably as in the singular "Party" or in the plural "Parties."

### SECTION 1. RECITALS

- A. Education Service Center, Region 10 ("Region 10") serves as a lead public agency (a "Lead Public Agency") for Equalis Group ("Equalis Group"), a national cooperative purchasing organization, by publicly procuring master group purchasing agreements for products and services to be made available to Equalis Group members ("Equalis Group Member" or "Member").
- B. Region 10 issued request for proposal ("RFP") #R10-1176 on behalf of Region 10 and Equalis Group Members for Furniture and Storage Related Products and Services ("Products & Services") and awarded a contract to Winning Supplier.
- C. Region 10 and Winning Supplier entered into that certain master group purchasing agreement (the "Master Agreement") #contract number effective as of July 1, 2025 to provide Products & Services to Equalis Group Members.
- D. The Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties.
- E. Equalis Group serves as the contract administrator of the Master Agreement on behalf of Region 10.
- F. Equalis actively promotes Master Agreements to current and prospective Equalis Group Members (collectively "Prospective Participants") through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Winning Supplier sales representative training, and Winning Supplier field sales support (collectively, "Equalis Services") as more fully defined in Appendix B.
- G. Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "Program Participant".
- H. Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

## SECTION 2. BUSINESS TERMS

**Defined Terms.** Any capitalized terms contained herein not defined in this Agreement shall have the same meaning as defined in the Master Agreement.

**Appendices.** The appendices attached hereto are made a part of this Agreement (if one, an “Appendix” or more, “Appendices”).

**Appendix A** defines Winning Supplier’s reporting requirements.

**Appendix B** sets forth the roles and responsibilities of the Parties.

**Appendix C** defines the financial terms between the Parties.

**Terms in Appendices.** In all cases where the terms of this Agreement and any Appendices disagree, the terms in the Appendix shall control.

### **Publicity & Joint Marketing.**

**Publicity.** A Party may only issue press releases or other public announcements with respect to this Agreement with the prior, written consent of the other Party.

**Joint Marketing / Logo & Name Use.** Winning Supplier authorizes Equalis to use Winning Supplier’s trademarks, names, and logos as provided by Winning Supplier to Equalis. Equalis authorizes Winning Supplier to use Equalis’ trademarks, names, and logos as provided by Equalis to Winning Supplier. Each Party’s use of the other Party’s trademarks, names, and logos will be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to the Master Agreement and this Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, neither Party shall have any right, title, or interest in the other Party’s trademarks, names, and logos. Upon termination of this Agreement, each Party shall immediately cease use of the other Party’s trademarks, names, and logos.

## SECTION 3. TERMS & CONDITIONS

**Contract Administration.** Equalis Group shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Region 10, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Equalis Group solely in its capacity as the contract administrator under the Master Agreement.

**Express Limitation of Equalis Liability.** With respect to any purchases of Products & Services by Region 10 or any Program Participant pursuant to the Master Agreement, Equalis shall not be: (i) construed as a, re-marketer, representative, partner, or agent of any type of the Winning Supplier, Region 10, or any Program Participant; (ii) obligated by, liable for, or in any way responsible for any order of Products & Services made by Region 10 or any Program Participant or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Products & Services; and (iii) obligated by, liable for, or in any way responsible for any failure by Region 10 or any Program Participant to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase Products & Services under the Master Agreement. Equalis makes no representation or guaranty with respect to any minimum purchases by Region 10 or any Program Participant, whether individually or collectively, or any employee thereof under this Agreement or the Master Agreement. The terms of this section shall survive the termination of this Agreement.

**Indemnification.** Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Lead Agency by or from Supplier under the Lead Agency Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

**Term & Termination.** The Term of this Agreement is the same as the Term of the Region 10 Master Agreement. This Agreement shall be terminated, if and when the Master Agreement is terminated. Upon termination of the Master Agreement for any reason, Winning Supplier shall continue making Administrative Fee and other payments, as set forth in **Appendix C**, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the termination of the Master Agreement.

**Audit of Winning Supplier.** Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants and payment of Administrative Fees to Equalis, pursuant to the Master Agreement and this Administration Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

**Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("Notice") must be in writing and will be deemed given to the addresses set forth herein (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address or revisions to any Appendix, may be made via electronic communication, including email.

**Addresses for Notices.** This section may be modified at any time by either Party providing the other Party with written Notice, including via email, of a change of address or addition or deletion to the individuals who will be copied on all Notices.

If to Winning Supplier:

Name / Title: WB Manufacturing - Sarah Hanson - Inside Sales Manager

Street Address: 507 E. Grant

City/St/Zip: Thorp, WI 54771

If to Equalis:

Equalis Group LLC  
Attn: Eric Merkle, SVP  
5540 Granite Parkway, Suite 200  
Plano, Texas 75024

**Waiver and Modification.** This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived,

except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

**Governing Law; Invalidity.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas without regard to rules of conflict of laws. If any provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by either Party pursuant to this Agreement shall be brought in a court of competent jurisdiction located in Richardson, Dallas County, Texas. In the event either Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

**Assignment.** This Agreement and the rights and obligations hereunder may not be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that either Party may assign its respective rights and obligations under this Agreement without the consent of the other Party in the event either Party shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Agreement may be extended to additional entities affiliated with either Party upon the agreement of the other Party. No such extension will relieve the extending Party of its rights and obligations under this Agreement.

**No Third-Party Beneficiaries; Survival of Representations.** This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

**Entire Agreement.** The Region 10 Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

**Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

**Titles, Headings & Recitals.** The Preamble to this Agreement is hereby incorporated herein and made part of this Agreement. The Recitals stated within this Agreement are deemed to be a part of this Agreement. The titles and headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

WINNING SUPPLIER WB Manufacturing

EQUALIS GROUP, LLC

By: Sarah Hanson

By: \_\_\_\_\_

Name: Sarah Hanson

Name: \_\_\_\_\_

Title: Inside Sales Manager

Title: \_\_\_\_\_

Date: 4-16-25

Date: \_\_\_\_\_

## APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS

This Appendix may be modified at any time with the mutual written consent of the Parties, including via email. Winning Supplier shall electronically provide Equalis with a detailed line-item monthly report showing the dollar volume of all member Products & Services sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis offices at [Reporting@EqualisGroup.org](mailto:Reporting@EqualisGroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the end of the previous month. It is the responsibility of Winning Supplier to collect and compile all sales under the Master Agreement from Program Participants and submit one (1) monthly report. Fields below marked as \*required indicate a required field. All other fields are preferred, but not required:

<b>Member Data</b>	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
<b>Distributor Data</b>	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
<b>Product Data</b>	Product Category level 1
	Product Category level 2 (Where available or applicable)
	Product Category level 3 (Where available or applicable)
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
<b>Spend Data</b>	Product packaging Unit of Measure, multiple levels If necessary
	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required
	Admin Fee % *required
	Admin Fee \$ *required

## APPENDIX B: ROLES & RESPONSIBILITIES

This Appendix defines the roles and responsibilities of Equalis and Winning Supplier under this Agreement. This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

### 1. Equalis Services.

**1.1. Winning Supplier Sales Representative Training.** Equalis will develop, as appropriate and subject to Winning Supplier approval, various sales training materials, sales tools, and marketing collateral to promote the Master Agreement and Winning Supplier's Products & Services. Equalis, as appropriate, will i) conduct periodic sales trainings with Winning Supplier sales representatives assigned to sell Products & Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with sales prospects, with particular focus on the procurement process that led to the establishment of the Master Agreement, the legal ability for sales prospects in any state to purchase Products & Services through the Master Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Winning Supplier, and iii) attend at least one Winning Supplier company-wide sales and/or leadership meeting per year.

**1.2. Sales Support.** Equalis will engage in Winning Supplier sales efforts as agreed by the Parties through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) discussions and communication with sales prospects during the sales process to address questions relating to the procurement process, legal authority to purchase through the Master Agreement, and program design, v) trainings for Equalis Members' teams, vi) regular business reviews to monitor Program success, and vii) general contract administration.

**1.3. Marketing.** Equalis will incorporate information about the Products & Services into Equalis Group's website and general collateral materials. Equalis and Winning Supplier will jointly develop and approve marketing materials to promote Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Equalis will market the Products & Services to Prospective Participants as part of Equalis' ongoing marketing activities through Equalis Group; these marketing efforts may consist of a combination of i) general marketing of all of Equalis Group's master group purchasing agreements, including the Master Agreement and Winning Supplier's Products & Services, ii) marketing of Winning Supplier's Products & Services specifically and/or as part of a package of selected master group purchasing agreements to targeted Prospective Participants, and iii) attending trade shows, conferences, and meetings.

### 2. Winning Supplier Roles & Responsibilities.

As a condition to Winning Supplier entering into the Master Agreement, which is available to all Public Sector Entities, Winning Supplier must make certain representations, warranties, and covenants to Equalis designed to ensure the success of the Master Agreement for all Prospective Participants, sales prospects, and Winning Supplier.

**2.1. Equalis Group Membership Agreement.** Winning Supplier will make available the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via [www.EqualisGroup.org](http://www.EqualisGroup.org)) and request any Prospective Participants subject to the Master Agreement who have not already joined Equalis Group to join Equalis Group in conjunction with executing Winning Supplier's Customer Agreements and/or beginning to purchase Products & Services from Winning Supplier to ensure that Winning Supplier and each Program Participant are in full compliance with applicable state procurement statutes.

**2.2. Corporate Commitment.** Winning Supplier commits that i) the Master Agreement has received all necessary corporate authorizations and support of Winning Supplier's executive management, ii) the Master Agreement will be promoted to Public Sector Entities, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the Master Agreement and this Agreement.

**2.3. Sales Commitment.** Winning Supplier commits to market the Master Agreement as a market strategy in the public sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Sector Entities through Equalis Group in the geographies defined in the Master Agreement. Winning Supplier commits that all sales under the Master Agreement will be accurately and timely reported to Equalis. Winning Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Program Participants under the Master Agreement in a consistent or better manner compared to sales to Public Sector Entities if Winning Supplier were not awarded the Master Agreement. Supplier will make available to interested Prospective Participants such price lists or quotes as may be necessary for such Prospective Participants to evaluate potential purchases of Products & Services under the Master Agreement.

**2.4. Marketing Commitment.** Winning Supplier commits to work with Equalis to develop a sales and marketing plan ("Plan") within the first ninety (90) days of the Master Agreement Effective Date. The Plan may include, but is not limited to, the following:

2.4.1. Issuing co-branded press release

2.4.2. Publishing Master Agreement details and contact information on both Equalis Group and Winning Supplier's websites

2.4.3. Scheduling and holding training on the Master Agreement for the sales teams of both Equalis Group and Winning Supplier

2.4.4. Jointly participating in national and regional conferences

2.4.5. Jointly attending national and regional Equalis Group Member networking events

2.4.6. Designing, publishing, and distributing co-branded marketing materials

2.4.7. Engaging in ongoing marketing and promotion of the Master Agreement for the entire Term of the Master Agreement (e.g., developing and presenting case studies, collateral pieces, and presentations)

## APPENDIX C: FINANCIAL TERMS

This Appendix may be modified at any time with the mutual written consent of the Parties.

### **1. Administrative Fee.**

On or before the fifteenth (15<sup>th</sup>) of each month, Winning Supplier shall remit to Equalis an administrative fee payment (the "Administrative Fee") (percentage to be agreed upon) of the total Winning Supplier revenue (the "Equalis Group Spend" or "Spend") invoiced to Program Participants during the prior calendar month. "Spend" shall mean the cumulative purchases of Products & Services by Program Participants under the Master Agreement net of taxes, shipping costs, returns, and credits. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

### **2. Case-by-Case Administrative Fee Adjustments.**

The Parties understand and acknowledge that Winning Supplier may have to provide aggressive deviated pricing on a case-by-case basis to win certain opportunities with Prospective Participants when those opportunities represent a sufficiently large Spend and/or are highly competitive. In such situations, Winning Supplier may request Equalis accept a reduced Administrative Fee. The Parties agree to evaluate each such situation as it arises and utilize best efforts to establish an adjusted Administrative Fee rate upon mutual written agreement (including via email) of the Parties.

### **3. Rebates or Other Payments.**

Insert rebate or other payment language as agreed.

## ATTACHMENT C: STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Equalis Group and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal for purposes of complying with the procedural requirements of said statutes:

### Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

### Certain Public Agencies and Political Subdivisions:

#### CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR	CITY OF BURNS, OR
CITY OF ADAIR VILLAGE, OR	CITY OF CANBY, OR
CITY OF ASHLAND, OR	CITY OF CANYONVILLE, OR
CITY OF AUMSVILLE, OR	CITY OF CLATSKANIE, OR
CITY OF AURORA, OR	CITY OF COBURG, OR
CITY OF BAKER, OR	CITY OF CONDON, OR
CITY OF BATON ROUGE, LA	CITY OF COQUILLE, OR
CITY OF BEAVERTON, OR	CITY OF CORVALLI, OR
CITY OF BEND, OR	CITY OF CORVALLIS PARKS AND RECREATION
CITY OF BOARDMAN, OR	DEPARTMENT, OR
CITY OF BONANAZA, OR	CITY OF COTTAGE GROVE, OR
CITY OF BOSSIER CITY, LA	CITY OF DONALD, OR
CITY OF BROOKINGS, OR	CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MC MINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT

ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT

ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT

KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT

PANGUITCH, UT  
 PARADISE, UT  
 PARAGONAH, UT  
 PARK CITY, UT  
 PAROWAN, UT  
 PAYSON, UT  
 PERRY, UT  
 PLAIN CITY, UT  
 PLEASANT GROVE CITY, UT  
 PLEASANT VIEW, UT  
 PLYMOUTH, UT  
 PORTAGE, UT  
 PRICE, UT  
 PROVIDENCE, UT  
 PROVO, UT  
 RANDOLPH, UT  
 REDMOND, UT  
 RICHFIELD, UT  
 RICHMOND, UT  
 RIVERDALE, UT  
 RIVER HEIGHTS, UT  
 RIVERTON CITY, UT  
 ROCKVILLE, UT  
 ROCKY RIDGE, UT  
 ROOSEVELT CITY CORPORATION, UT  
 ROY, UT  
 RUSH VALLEY, UT  
 CITY OF ST. GEORGE, UT  
 SALEM, UT  
 SALINA, UT  
 SALT LAKE CITY CORPORATION, UT  
 SANDY, UT  
 SANTA CLARA, UT  
 SANTAQUIN, UT  
 SARATOGA SPRINGS, UT  
 SCIPIO, UT  
 SCOFIELD, UT  
 SIGURD, UT  
 SMITHFIELD, UT  
 SNOWVILLE, UT  
 CITY OF SOUTH JORDAN, UT

SOUTH OGDEN, UT  
 CITY OF SOUTH SALT LAKE, UT  
 SOUTH WEBER, UT  
 SPANISH FORK, UT  
 SPRING CITY, UT  
 SPRINGDALE, UT  
 SPRINGVILLE, UT  
 STERLING, UT  
 STOCKTON, UT  
 SUNNYSIDE, UT  
 SUNSET CITY CORP, UT  
 SYRACUSE, UT  
 TABIONA, UT  
 CITY OF TAYLORSVILLE, UT  
 TOOEELE CITY CORPORATION, UT  
 TOQUERVILLE, UT  
 TORREY, UT  
 TREMONTON CITY, UT  
 TRENTON, UT  
 TROPIC, UT  
 UINTAH, UT  
 VERNAL CITY, UT  
 VERNON, UT  
 VINEYARD, UT  
 VIRGIN, UT  
 WALES, UT  
 WALLSBURG, UT  
 WASHINGTON CITY, UT  
 WASHINGTON TERRACE, UT  
 WELLINGTON, UT  
 WELLSVILLE, UT  
 WENDOVER, UT  
 WEST BOUNTIFUL, UT  
 WEST HAVEN, UT  
 WEST JORDAN, UT  
 WEST POINT, UT  
 WEST VALLEY CITY, UT  
 WILLARD, UT  
 WOODLAND HILLS, UT  
 WOODRUFF, UT  
 WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
 ASCENSION PARISH, LA, CLEAR OF COURT  
 CADDO PARISH, LA  
 CALCASIEU PARISH, LA  
 CALCASIEU PARISH SHERIFF'S OFFICE, LA  
 CITY AND COUNTY OF HONOLULU, HI  
 CLACKAMAS COUNTY, OR  
 CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
 CLATSOP COUNTY, OR  
 COLUMBIA COUNTY, OR  
 COOS COUNTY, OR

COOS COUNTY HIGHWAY DEPARTMENT, OR  
 COUNTY OF HAWAII, OR  
 CROOK COUNTY, OR  
 CROOK COUNTY ROAD DEPARTMENT, OR  
 CURRY COUNTY, OR  
 DESCHUTES COUNTY, OR  
 DOUGLAS COUNTY, OR  
 EAST BATON ROUGE PARISH, LA  
 GILLIAM COUNTY, OR  
 GRANT COUNTY, OR  
 HARNEY COUNTY, OR

HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND COMMUNITY  
SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF Uintah, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC  
CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED  
TO:**

BANKS FIRE DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA  
BOARDMAN PARK AND RECREATION DISTRICT  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES

CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
EUGENE WATER AND ELECTRIC BOARD  
HONOLULU INTERNATIONAL AIRPORT  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION

3

LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
MEDFORD WATER COMMISSION  
MELHEUR COUNTY JAIL, OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS  
METROPOLITAN EXPOSITION RECREATION  
COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MULTNOMAH EDUCATION SERVICE DISTRICT  
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
NORTHEAST OREGON HOUSING AUTHORITY, OR  
PORT OF BRANDON, OR  
PORT OF MORGAN CITY, LA  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR

OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
ROGUE VALLEY SEWER, OR  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT MARY PARISH REC DISTRICT 2  
SAINT MARY PARISH REC DISTRICT 3  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM MASS TRANSIT DISTRICT  
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY WATER DISTRICT  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT  
BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT  
CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
DOUGLAS EDUCATIONAL DISTRICT SERVICE  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT

GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM BARLOW JOINT SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR  
KLAMATH COUNTY SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNIVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY

MYRTLE PINT SCHOOL DISTRICT 41  
 NEAH-KAH-NIE DISTRICT NO.56  
 NEWBERG PUBLIC SCHOOLS  
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
 NOBEL LEARNING COMMUNITIES  
 NORTH BEND SCHOOL DISTRICT 13  
 NORTH CLACKAMAS SCHOOL DISTRICT  
 NORTH DOUGLAS SCHOOL DISTRICT  
 NORTH WASCO CITY SCHOOL DISTRICT 21  
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
 ONTARIO MIDDLE SCHOOL  
 OREGON TRAIL SCHOOL DISTRICT NOA6  
 ORLEANS PARISH SCHOOL DISTRICT  
 PHOENIX-TALENT SCHOOL DISTRICT NOA  
 PLEASANT HILL SCHOOL DISTRICT  
 PORTLAND JEWISH ACADEMY  
 PORTLAND PUBLIC SCHOOLS  
 RAPIDES PARISH SCHOOL DISTRICT  
 REDMOND SCHOOL DISTRICT  
 REYNOLDS SCHOOL DISTRICT  
 ROGUE RIVER SCHOOL DISTRICT  
 ROSEBURG PUBLIC SCHOOLS  
 SCAPPOOSE SCHOOL DISTRICT 1J  
 SAINT TAMMANY PARISH SCHOOL BOARD, LA  
 SEASIDE SCHOOL DISTRICT 10  
 SHERWOOD SCHOOL DISTRICT 88J  
 SILVER FALLS SCHOOL DISTRICT 4J  
 SOUTH LANE SCHOOL DISTRICT 45J3  
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
 SPRINGFIELD PUBLIC SCHOOLS  
 SUTHERLIN SCHOOL DISTRICT  
 SWEET HOME SCHOOL DISTRICT NO.55  
 TERREBONNE PARISH SCHOOL DISTRICT  
 THE CATLIN GABEL SCHOOL  
 TIGARD-TUALATIN SCHOOL DISTRICT  
 UMATILLA MORROW ESD  
 WEST LINN WILSONVILLE SCHOOL DISTRICT  
 WILLAMETTE EDUCATION SERVICE DISTRICT  
 WOODBURN SCHOOL DISTRICT  
 YONCALLA SCHOOL DISTRICT  
 ACADEMY FOR MATH ENGINEERING & SCIENCE  
 (AMES), UT  
 ALIANZA ACADEMY, UT  
 ALPINE DISTRICT, UT  
 AMERICAN LEADERSHIP ACADEMY, UT  
 AMERICAN PREPARATORY ACADEMY, UT  
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL  
 SCIENCES, UT  
 BEAR RIVER CHARTER SCHOOL, UT  
 BEAVER SCHOOL DISTRICT, UT  
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA),  
 UT  
 BOX ELDER SCHOOL DISTRICT, UT  
 CBA CENTER, UT

CACHE SCHOOL DISTRICT, UT  
 CANYON RIM ACADEMY, UT  
 CANYONS DISTRICT, UT  
 CARBON SCHOOL DISTRICT, UT  
 CHANNING HALL, UT  
 CHARTER SCHOOL LEWIS ACADEMY, UT  
 CITY ACADEMY, UT  
 DAGGETT SCHOOL DISTRICT, UT  
 DAVINCI ACADEMY, UT  
 DAVIS DISTRICT, UT  
 DUAL IMMERSION ACADEMY, UT  
 DUCHESNE SCHOOL DISTRICT, UT  
 EARLY LIGHT ACADEMY AT DAYBREAK, UT  
 EAST HOLLYWOOD HIGH, UT  
 EDITH BOWEN LABORATORY SCHOOL, UT  
 EMERSON ALCOTT ACADEMY, UT  
 EMERY SCHOOL DISTRICT, UT  
 ENTHEOS ACADEMY, UT  
 EXCELSIOR ACADEMY, UT  
 FAST FORWARD HIGH, UT  
 FREEDOM ACADEMY, UT  
 GARFIELD SCHOOL DISTRICT, UT  
 GATEWAY PREPARATORY ACADEMY, UT  
 GEORGE WASHINGTON ACADEMY, UT  
 GOOD FOUNDATION ACADEMY, UT  
 GRAND SCHOOL DISTRICT, UT  
 GRANITE DISTRICT, UT  
 GUADALUPE SCHOOL, UT  
 HAWTHORN ACADEMY, UT  
 INTECH COLLEGIATE HIGH SCHOOL, UT  
 IRON SCHOOL DISTRICT, UT  
 ITINERIS EARLY COLLEGE HIGH, UT  
 JOHN HANCOCK CHARTER SCHOOL, UT  
 JORDAN DISTRICT, UT  
 JUAB SCHOOL DISTRICT, UT  
 KANE SCHOOL DISTRICT, UT  
 KARL G MAESER PREPARATORY ACADEMY, UT  
 LAKEVIEW ACADEMY, UT  
 LEGACY PREPARATORY ACADEMY, UT  
 LIBERTY ACADEMY, UT  
 LINCOLN ACADEMY, UT  
 LOGAN SCHOOL DISTRICT, UT  
 MARIA MONTESSORI ACADEMY, UT  
 MERIT COLLEGE PREPARATORY ACADEMY, UT  
 MILLARD SCHOOL DISTRICT, UT  
 MOAB CHARTER SCHOOL, UT  
 MONTICELLO ACADEMY, UT  
 MORGAN SCHOOL DISTRICT, UT  
 MOUNTAINVILLE ACADEMY, UT  
 MURRAY SCHOOL DISTRICT, UT  
 NAVIGATOR POINTE ACADEMY, UT  
 NEBO SCHOOL DISTRICT, UT  
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
 (NUAMES), UT

NOAH WEBSTER ACADEMY, UT  
 NORTH DAVIS PREPARATORY ACADEMY, UT  
 NORTH SANPETE SCHOOL DISTRICT, UT  
 NORTH STAR ACADEMY, UT  
 NORTH SUMMIT SCHOOL DISTRICT, UT  
 ODYSSEY CHARTER SCHOOL, UT  
 OGDEN PREPARATORY ACADEMY, UT  
 OGDEN SCHOOL DISTRICT, UT  
 OPEN CLASSROOM, UT  
 OPEN HIGH SCHOOL OF UTAH, UT  
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
 PARADIGM HIGH SCHOOL, UT  
 PARK CITY SCHOOL DISTRICT, UT  
 PINNACLE CANYON ACADEMY, UT  
 PIUTE SCHOOL DISTRICT, UT  
 PROVIDENCE HALL, UT  
 PROVO SCHOOL DISTRICT, UT  
 QUAIL RUN PRIMARY SCHOOL, UT  
 QUEST ACADEMY, UT  
 RANCHES ACADEMY, UT  
 REAGAN ACADEMY, UT  
 RENAISSANCE ACADEMY, UT  
 RICH SCHOOL DISTRICT, UT  
 ROCKWELL CHARTER HIGH SCHOOL, UT  
 SALT LAKE ARTS ACADEMY, UT  
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
 SALT LAKE SCHOOL DISTRICT, UT  
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT  
 SAN JUAN SCHOOL DISTRICT, UT  
 SEVIER SCHOOL DISTRICT, UT  
 SOLDIER HOLLOW CHARTER SCHOOL, UT  
 SOUTH SANPETE SCHOOL DISTRICT, UT

SOUTH SUMMIT SCHOOL DISTRICT, UT  
 SPECTRUM ACADEMY, UT  
 SUCCESS ACADEMY, UT  
 SUCCESS SCHOOL, UT  
 SUMMIT ACADEMY, UT  
 SUMMIT ACADEMY HIGH SCHOOL, UT  
 SYRACUSE ARTS ACADEMY, UT  
 THOMAS EDISON - NORTH, UT  
 TIMPANOGOS ACADEMY, UT  
 TINTIC SCHOOL DISTRICT, UT  
 TOOELE SCHOOL DISTRICT, UT  
 TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS,  
 UT  
 UINTAH RIVER HIGH, UT  
 UINTAH SCHOOL DISTRICT, UT  
 UTAH CONNECTIONS ACADEMY, UT  
 UTAH COUNTY ACADEMY OF SCIENCE, UT  
 UTAH ELECTRONIC HIGH SCHOOL, UT  
 UTAH SCHOOLS FOR DEAF & BLIND, UT  
 UTAH STATE OFFICE OF EDUCATION, UT  
 UTAH VIRTUAL ACADEMY, UT  
 VENTURE ACADEMY, UT  
 VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS  
 AND TECHNOLOGY, UT  
 WALDEN SCHOOL OF LIBERAL ARTS, UT  
 WASATCH PEAK ACADEMY, UT  
 WASATCH SCHOOL DISTRICT, UT  
 WASHINGTON SCHOOL DISTRICT, UT  
 WAYNE SCHOOL DISTRICT, UT  
 WEBER SCHOOL DISTRICT, UT  
 WEILENMANN SCHOOL OF DISCOVERY, UT

#### HIGHER EDUCATION

ARGOSY UNIVERSITY  
 BATON ROUGE COMMUNITY COLLEGE, LA  
 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 BLUE MOUNTAIN COMMUNITY COLLEGE  
 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 CENTRAL OREGON COMMUNITY COLLEGE  
 CENTENARY COLLEGE OF LOUISIANA  
 CHEMEKETA COMMUNITY COLLEGE  
 CLACKAMAS COMMUNITY COLLEGE  
 COLLEGE OF THE MARSHALL ISLANDS  
 COLUMBIA GORGE COMMUNITY COLLEGE  
 CONCORDIA UNIVERSITY  
 GEORGE FOX UNIVERSITY  
 KLAMATH COMMUNITY COLLEGE DISTRICT  
 LANE COMMUNITY COLLEGE  
 LEWIS AND CLARK COLLEGE  
 LINFIELD COLLEGE  
 LINN-BENTON COMMUNITY COLLEGE  
 LOUISIANA COLLEGE, LA

LOUISIANA STATE UNIVERSITY  
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
 MARYLHURST UNIVERSITY  
 MT. HOOD COMMUNITY COLLEGE  
 MULTNOMAH BIBLE COLLEGE  
 NATIONAL COLLEGE OF NATURAL MEDICINE  
 NORTHWEST CHRISTIAN COLLEGE  
 OREGON HEALTH AND SCIENCE UNIVERSITY  
 OREGON INSTITUTE OF TECHNOLOGY  
 OREGON STATE UNIVERSITY  
 OREGON UNIVERSITY SYSTEM  
 PACIFIC UNIVERSITY  
 PIONEER PACIFIC COLLEGE  
 PORTLAND COMMUNITY COLLEGE  
 PORTLAND STATE UNIVERSITY  
 REED COLLEGE  
 RESEARCH CORPORATION OF THE UNIVERSITY OF  
 HAWAII  
 ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON  
UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY  
COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT ATTORNEY  
STATE OF UTAH