APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of 08/26/2014, by and between Wenger Corporation ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Performing Arts Apparel, Instruments, Equipment and Related 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 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

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 4 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 TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, 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 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 Purchasing procedure:
- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract # R__140804._".
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
• Awarded vendor receives payment directly from the participating agency.
• Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

**ARTICLE 2- ANTICIPATED TERM OF AGREEMENT**

2.1 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 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contact whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC’s intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

**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. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.

3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

3.3. **Offeror’s Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

**ARTICLE 4- FORMATION OF CONTRACT**

4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor’s contract document shall not become part of Region 4 ESC’s contract with vendor unless and until an authorized representative of Region 4 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) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 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 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).

4.5. **Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.

4.7. **Order of Precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

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

4.8. **Supplemental Agreements:** The entity participating in the Region 4 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 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.

4.9. **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

**ARTICLE 5- TERMINATION OF CONTRACT**

5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the contract;
ii. Providing work and/or material that was not awarded under the contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

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

5.2 **Termination 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 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **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.

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

**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 4 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 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

**ARTICLE 7 - DELIVERY PROVISIONS**

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

**ARTICLE 8 - BILLING AND REPORTING**

8.1 **Payments:** The 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 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating "Per TCPN Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

8.4 **Reporting:** The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the fifteenth (15th) day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:

- Vendor Name
- TCPN Contract Number
- Reporting Period/Year
- Entity Name
- Entity Address (Including Street, City, State & Zip)
- Entity Purchase Order Number (Individual Purchase Order Numbers)
- Purchase Order Date
- Gross Sales Amount
- Administrative Fee (Based on Gross Sales Amount)
ARTICLE 9- PRICING

9.1 **Best price guarantee**: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

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 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

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

9.4 **Price reduction and adjustment**: Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 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 4 ESC or its 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**: All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

<table>
<thead>
<tr>
<th>Annual Sales Through Contract</th>
<th>Administrative Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - $50,000,000</td>
<td>2%</td>
</tr>
<tr>
<td>$50,000,001 - $100,000,000</td>
<td>1.75%</td>
</tr>
<tr>
<td>$100,000,001 - $150,000,000</td>
<td>1.5%</td>
</tr>
<tr>
<td>$150,000,001 - $200,000,000</td>
<td>1.25%</td>
</tr>
<tr>
<td>$200,000,001 - $500,000,000</td>
<td>1%</td>
</tr>
<tr>
<td>$500,000,001 - $1,000,000,000</td>
<td>0.75%</td>
</tr>
<tr>
<td>$1,000,000,000+</td>
<td>0.5%</td>
</tr>
</tbody>
</table>
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 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 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 4 ESC shall have the authority to conduct random audits of Vendor’s pricing that is offered to eligible entities at Region 4 ESC’s sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor’s pricing at Vendor’s sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

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:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 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:** (for New Jersey and all other applicable States) 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.
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.

12.2 **Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

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 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.

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**: Persons working under the contract shall adhere to local smoking 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 Member prior to payment. 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 Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

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

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."

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13.2 **Disclosures**: Offeror 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.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is 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**: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the 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 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax**: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

13.5 **Marketing**: Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.

13.6 **Certificates of Insurance**: Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

13.7 **Legal Obligations**: It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.8 **Open Records Policy**: Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning 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 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no
responsibility for asserting legal arguments on behalf of any vendor. Offeror 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.

[Remainder of Page Intentionally Left Blank-Signatures follow on Signature Form]
VENDOR CONTRACT 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.

Prices are guaranteed: **120 days**

<table>
<thead>
<tr>
<th>Company name</th>
<th>Wenger Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>555 Park Drive</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>Owatonna, MN 55060</td>
</tr>
<tr>
<td>Telephone No.</td>
<td>800/733.0393, Ext. 747</td>
</tr>
<tr>
<td>Fax No.</td>
<td>507/774.8575</td>
</tr>
<tr>
<td>Email address</td>
<td><a href="mailto:kim.steinbauer@wengercorp.com">kim.steinbauer@wengercorp.com</a></td>
</tr>
<tr>
<td>Printed name</td>
<td>Kim Steinbauer</td>
</tr>
<tr>
<td>Position with company</td>
<td>District Sales Manager</td>
</tr>
<tr>
<td>Authorized signature</td>
<td>Kim Steinbauer</td>
</tr>
</tbody>
</table>

Accepted by The Cooperative Purchasing Network:

Term of contract ___________________________ to ___________________________

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 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member

Print Name

______ Date ______

Region 4 ESC Authorized Board Member

Print Name

TCPN Contract Number R4925
VENDOR CONTRACT 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.

Prices are guaranteed: 120 days

Company name  
Wenger Corporation

Address  
555 Park Drive

City/State/Zip  
Owatonna, MN 55060

Telephone No.  
800/733.0393, Ext. 747

Fax No.  
507/774.8575

Email address  
kim.steinbauer@wengercorp.com

Printed name  
Kim Steinbauer

Position with company  
District Sales Manager

Authorized signature  

Kim Steinbauer

Accepted by The Cooperative Purchasing Network:

Term of contract  
October 1, 2014 to September 30, 2017

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 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member

Rita Drabek

Print Name  

Faye B. Bryant

Region 4 ESC Authorized Board Member

Print Name  

TCPN Contract Number  
B140804
Appendix D:  
GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on 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 additional 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 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

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7.1 Delivery

Wenger products are shipped within 30 days after receipt of delivery.

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Vendor Orientation

Date of Vendor Orientation to be determined.

Page 55 of 61

Performance Capability

5.

Freight charges are calculated per order. Contract pricing is product only.
Appendix E:

QUESTIONNAIRE

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

1. States Covered
   Offeror must indicate any and all states where products and services can be offered.
   Please indicate the price co-efficient for each state if it varies.

☐ 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)
   ☐ Alabama
   ☐ Alaska
   ☐ Arizona
   ☐ Arkansas
   ☐ California
   ☐ Colorado
   ☐ Connecticut
   ☐ Delaware
   ☐ District of Columbia
   ☐ Florida
   ☐ Georgia
   ☐ Hawaii
   ☐ Idaho
   ☐ Illinois
   ☐ Indiana
   ☐ Iowa
   ☐ Kansas
   ☐ Kentucky
   ☐ Louisiana
   ☐ Maine
   ☐ Maryland
   ☐ Massachusetts
   ☐ Michigan
   ☐ Minnesota
   ☐ Mississippi
   ☐ Missouri
   ☐ Montana
   ☐ Nebraska
   ☐ Nevada
   ☐ New Hampshire
   ☐ New Jersey
   ☐ New Mexico
   ☐ New York
   ☐ North Carolina
   ☐ North Dakota
   ☐ Ohio
   ☐ Oklahoma
   ☐ Oregon
   ☐ Pennsylvania
   ☐ Rhode Island
   ☐ South Carolina
   ☐ South Dakota
   ☐ Tennessee
   ☐ Texas
   ☐ Utah
   ☐ Vermont
   ☐ Virginia
   ☐ Washington
   ☐ West Virginia
   ☐ Wisconsin
   ☐ Wyoming

☐ Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)
   ☐ American Samoa
   ☐ Federated States of Micronesia
   ☐ Guam
   ☐ Midway Islands
   ☐ Northern Mariana Islands
   ☐ Puerto Rico
   ☐ U.S. Virgin Islands

2. Diversity Programs
   • Do you currently have a diversity program or any diversity partners that you do business with?
     ☐ Yes ☐ No

   • If the answer is yes, do you plan to offer your program or partnership through TCPN
     ☐ Yes ☐ No

* See attached Good Faith Letter & Vendor List *
   (If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)
• Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
* Not applicable to Wenger Corporation *
[ ] Yes [ ] No
(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (MWBE), small and/or disadvantaged business enterprises, disable veterans business enterprisises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise
   Respondent certifies that this firm is an MWBE [ ] Yes [ ] No
   List certifying agency: __________________________________________

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
   Respondent certifies that this firm is a SBE or DBE [ ] Yes [ ] No
   List certifying agency: __________________________________________

c. Disabled Veterans Business Enterprise (DVBE)
   Respondent certifies that this firm is a DVBE [ ] Yes [ ] No
   List certifying agency: __________________________________________

d. Historically Underutilized Businesses (HUB)
   Respondent certifies that this firm is a HUB [ ] Yes [ ] No
   List certifying agency: __________________________________________

e. Historically Underutilized Business Zone Enterprise (HUBZone)
   Respondent certifies that this firm is a HUBZone [ ] Yes [ ] No
   List certifying agency: __________________________________________

f. Other
   Respondent certifies that this firm is a recognized diversity certificate holder [ ] Yes [ ] No
   List certifying agency: __________________________________________

4. Residency

Responding Company's principal place of business is in the city of Owatonna State of MN.
June 20, 2014

Region 4 ESC
Robert Zingelmann
7145 West Tidwell Road
Houston, TX 77092

Re: Diversity Programs
Page 30 of 61 (2)

RFP Title: Performing Arts Apparel, Instruments, Equipment and Related Services
RFP No.: 14-08

Good Faith Effort

Dear Robert:

Wenger Corporation does not use subcontractors in the manufacture of the products on which we are bidding. We do, however, utilize several MBE/WBE/DVBE vendors throughout the year in various aspects of our daily business. They are listed on the attached page, and are updated annually.

We are making an earnest effort to solicit prospective MBE/WBE/DVBE vendors. We also utilize the National Minority Business Directory for sourcing. Our Purchasing Department continues to search for MBE/WBE/DVBE vendors who have the products and services that we can use in the manufacture of our products.

Sincerely,

Kim Steinbauer
District Sales Manager
Wenger Corporation
555 Park Drive
Owatonna, MN 55060
800/733.0393 Ext. 747
kim.steinbauer@wengercorp.com
MBE/WBE/DQBE Vendors Used By Wenger Corporation

Aero Assemblies, Inc.
12012 12th Avenue South
Burnsville, MN 55337
800/932.0177
MBE
Vendor No. 404

J.C. Press
785 SW 24th Avenue
Owatonna, MN 55060
507/446.5300
Woman-owned Business
Vendor No. 7299

Express Employment Specialists
812 South Elm Avenue
Owatonna, MN 55060
507/455.3002
Woman-owned Business
Vendor No. 1795

Lasersharp Incorporated
111 19th Street West
Hastings, MN 56033
651/437.8855
WBE
Vendor No. 7447

Anchor Paper
480 Broadway Street
St. Paul, MN 55101
800/652.9755
Woman-owned Business
Vendor No. 580

Olsen Chain & Cable
7225 Washington Avenue South
Edina, MN 55439
800/328.1906
Woman-owned Business
Vendor No. 3739

Spherion
120 Oakdale Street
Owatonna, MN 55060
507/451.3400
Woman-owned Business
Vendor No. 248

M. Vincent & Associates
9341 Penn Avenue South
Minneapolis, MN 55341
800/447.3317
Veteran-owned Business
Vendor No. 317

Precision Punch & Plastic
6100 Blue Circle Drive
Minnetonka, MN 55343
800/233.4516
Woman-owned Business
Vendor No. 4070

C.L. Benson Company
4761 Old Highway 8
Moundsview, MN 55112
651/287.1356
Woman-owned Business
Vendor No. 8219

Wooster Products Incorporated
1000 Spruce Street
Wooster, OH 44691
800/321.4936
MBE
Vendor No. 8102
Anchor Audio
2565 West 237th Street
Torrance, CA 90505
310/784.2300
Woman-owned Business
Vendor No. 697

Aircleaning Technology
13310 Industrial Park Drive.
Plymouth, MN 55441
763/557.7162
Veteran-owned Business
Vendor No. 198

Straight River Sports
222 Bridge Street
Owatonna, MN 55060
507/451.1666
Woman-owned Business
Vendor No. 143

Lundell Manufacturing Corporation
2700 Ranchview Lane
Minneapolis, MN 55447
763/559.4114
Veteran-owned Business
Vendor No. 3852

J Shore and Company LLC
2423 West Highway 14
Owatonna, MN 55060
507/451.1360
Woman-owned Business
Vendor No. 4531

Minneapolis Glass Company
14600 28th Avenue North
Plymouth, MN 55447
763/559.0635
WBE
Vendor No. 1117

Hiawatha Rubber
1700 67th Avenue North
Minneapolis, MN 55430
763/566.0900
Veteran-owned Business
Vendor No. 7068

Superior Tube Products Incorporated
280 East 90th Street
Davenport, IA 52806
563/285.1914
WBE
Vendor No. 1113

L & L Insulations
3305 SE Delaware Street
Ankeney, IA 50021
515/963.9170
Veteran-owned Business
Vendor No. 289

Preston Specialties Incorporated
103 Coffee Street
Preston, MN 55949
507/467.2137
WBE
Vendor No. 951
5. Felony Conviction Notice

Please check applicable box:

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
☒ Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: Kim Steinbauer
Title: District Sales Manager
Company: Wenger Corporation
Address: 555 Park Drive
City: Owatonna State: MN Zip: 55060
Phone: 800/733.0393 x747 Fax: 507/774.8575
Email: kim.steinbauer@wengercorp.com

Billing & Reporting/Accounts Payable

Contact Person: Jackie Sayres
Title: Credit Administrator
Company: Wenger Corporation
Address: 555 Park Drive
City: Owatonna State: MN Zip: 55060
Phone: 800/733.0393 x168 Fax: 507/774.8569
Email: jackie.sayres@wengercorp.com

Marketing

Contact Person: Stacy Hanson
Title: VP/Marketing and Product Development
Company: Wenger Corporation
Address: 555 Park Drive
City: Owatonna State: MN Zip: 55060
Phone: 800/733.0393 x318 Fax: 507/455.4258
Email: stacy.hanson@wengercorp.com
7. **Distribution Channel:** Which best describes your company’s position in the distribution channel:

- [x] Manufacturer direct
- [ ] Certified education/government reseller
- [ ] Authorized distributor
- [ ] Manufacturer marketing through reseller
- [ ] Value-added reseller
- [ ] Other __________________________

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - [x] Yes  [ ] No

  *(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*

- Pricing submitted includes the required administrative fee.
  - [x] Yes  [ ] No

  *(Fee calculated based on invoice price to customer)*

- Additional discounts for purchase of a guaranteed quantity?
  - [x] Yes  [ ] No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

<table>
<thead>
<tr>
<th>Cooperative/State Agency</th>
<th>Discount Offered</th>
<th>Expires</th>
<th>Annual Sales Volume</th>
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<td>BuyBoard</td>
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<td>Annual</td>
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Appendix F:
COMPANY PROFILE

Please provide the following:

1. Company’s official registered name.

2. Brief history of your company, including the year it was established.

3. Company’s Dun & Bradstreet (D&B) number.

4. Corporate office location.

5. List the total number of sales persons employed by your organization within the United States, broken down by market.

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
   a. Sales
   b. Sales Support
   c. Marketing
   d. Financial Reporting
   e. Executive Support

8. Define your standard terms of payment.

9. Who is your competition in the marketplace?


12. What is your strategy to increase market share?

13. What differentiates your company from competitors?

14. Describe the capabilities and functionality of your firm’s on-line catalog/ordering website.

15. Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.).

16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Marketing / Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:

   a. A co-branded press release within first 30 days
   b. Announcement of award through any applicable social media sites
   c. Direct mail campaigns
   d. Co-branded collateral pieces
   e. Advertisement of contract in regional or national publications
   f. Participation in trade shows
   g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
      i. TCPN and Region 4 ESC Logo
      ii. Link to TCPN and Region 4 ESC website
      iii. Summary of contract and services offered
      iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

19. Explain how your company plans to market this agreement to existing government customers.

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

   $________ in year one
   $________ in year two
   $________ in year three

Administration

24. Describe your company’s implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative’s name(s), contact person(s) and contact information as reference(s).

25. Describe the capacity of your company to report monthly sales through this agreement.
26. 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.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

**Green Initiatives**

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth’s climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effect, we ask respondents to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

**Vendor Certifications (if applicable)**

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

**References**

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume
Appendix F:

Company Profile

1. Company’s official registered name
   Wenger Corporation

2. Brief History of company, including the year it was established.

   Wenger began business in 1946 – 68 years ago

   History:
   Wenger Corporation was founded in 1946 to provide innovative, high-quality products and solutions for music and theatre education, performing arts, Worship environments and athletic equipment storage and transport. We have spent more than 65 years listening to what our customers need and then designing and developing durable, functional products to meet those needs.

   Size:

   Wenger employs approximately 400 employees at its Owatonna, MN corporate headquarters.

   Areas of Specialty/Concentration:
   Wenger Corporation provides innovative, high-quality products and solutions for music and theatre education, performing arts and athletic equipment storage and transport. Products include; acoustical shells, wall and ceiling treatment, doors and sound-isolating music practice rooms, audience seating, portable staging, music posture and portable audience chairs, orchestra pit fillers, make-up stations and music furniture. We also offer GearBoss, a complete line of athletic storage products.

3. Company’s Dunn & Bradstreet (D&B) number.
   00-616-7647

4. Corporation office location.
   555 Park Drive
   Owatonna, MN  55060

5. List the total number of sales persons employed by your organization within the United States, broken down by market.
   21 Male
   26 Female
   K-12, Worship, College, Universities, Performing Arts, Field Sales.

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

   Home/Corporate location:
   555 Park Drive, Owatonna, MN  55060

   Service Center; Wenger Corporation Customer Service – 555 Park Drive, Owatonna, MN  55060

   Key Contacts; Kim Steinbauer, District Sales Representative.

   555 Park Drive, Owatonna, MN  55060 800/733.0393, Ext. 747 kim.steinbauer@wengercorp.com
7. Provide contact information for the person(s) who will be responsible for the following areas.
   a. Sales – Kim Steinbauer – District Sales Mgr. 800/733.0393, Ext. 747  kim.steinbauer@wengercorp.com
   b. Sales Support – Kim Steinbauer – District Sales Mgr. 800/733.0393, Ext. 747 kim.bauer@wengercorp.com
   c. Marketing – Stacy Hanson – Mkt. Comm. Mgr. 800/733.0393, Ext. 318 stacy.hanson@wengercorp.com
   d. Financial Reporting – Ben Dahlberg – Cost Acct. 800/733.0393, Ext. 225 ben.dahlberg@wengercorp.com
   e. Executive Support – Lori Maas – VP of Sales – 800/733.0393, Ext. 187 lori.maas@wengercorp.com

8. Define standard terms of payment.
   Net 30 days

9. Who is the competition in the marketplace?

10. Overall annual sales for the last three (5) years
    $559,000,000

11. Overall public sector sales, excluding Federal Government, for last three (3) years.

12. What is the strategy to increase market share?

13. What differentiates company from competitors?
    Wenger Corporation’s brand, quality and level of service, along with our innovation in design position as a the market leader.

14. Describe the capabilities and functionality of firm’s on-line catalog/ordering website.
    Our catalogs are available as pdf downloads or on-line, just choose a catalog you would like to view at

15. Describe company’s Customer Service Department (hours of operation, number of service centers)
    Wenger Customer Service Department is located at 555 Park Drive, Owatonna, MN 55060.
    Monday-Friday 8:00 – 5:00 p.m. 800/887.7145.

16. Provide information regarding whether firm has been involved in any litigation, bankruptcy or reorganization.
    No/Not applicable to Wenger Corporation.

17. Detail how your organization plans to market this contract within the first ninety days of the award date.

   1. Social Media Announcement

   2. Direct Mail Campaign
      a. Printed Postcard highlighting contract and services offered mailed to TCPN members within 30 days of award.
3. Co-branded Collateral Pieces
   a. Wenger Music Education Catalog with TCPN Contract Sticker applied and distributed at request and at TMEA.
   b. Standard comment regarding TCPN Contract information on quotations.

4. Participation in Trade Shows
   a. Banner highlighting TCPN Contract information at TMEA.

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
   Our sales staff works with each customer to help them through the purchasing process. TCPN is always offered as a National Purchasing Network option. If the customer is not a member or if detailed arise we refer the customer to TCPN for further information and qualifications.

19. Explain your company plans to market this agreement to existing government customers.
   Wenger holds a GSA contract and will not market TCPN to our current government customers, (military bands/military schools)

20. – 21. Provide a detailed ninety day plan describing how the contract will be implemented within your firm.
   Wenger is a current contract holder. Our sales teams are familiar with the contract and its benefits. When an award is received, a detailed e-mail will be sent to the sales organization notifying them to our new contract number and effective dates. We will update our standard quote comment with the new contract number for the sales teams and will provide new TCPN stickers to be used for catalogs and other mailings. Our sales teams will continue to mark TCPN orders with an advertising code for internal tracking and reporting.

22. Acknowledge that your organization agrees to provide its company logs to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
   Wenger acknowledges that we agree to provide our company logo to Region 4 ESC and we agree to provide permission for reproduction of such logo in marketing.

23. Provide the revenue that your organization anticipates each year for the first three years of this agreement.
   $950,000 in year one
   $1,000,000 in year two
   $1,100,000 in year three
Administration

24. Describe your company’s implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative’s name’s contact persons and contact information as references.

Wenger is also an approved vendor with BuyBoard. Our primary contact is Debbie Harrington, BuyBoard Accounting, Phone: 800/695.2919.

25. Describe the capacity of your company to report monthly sales through this agreement.

Monthly reporting is completed by our Finance team. Each report produced is based on the requirements of the organization with which we are associated.

26. 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.

Wenger can provide order detail with monthly reporting to include entity/order number/Purchase Order number/product dollars and TCPN fee.

27. Provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Not applicable to Wenger Corporation

Green Initiatives

28. Provide your company’s environmental policy and/or green initiative.

For as long as we have been developing products to meet the needs of our customers, we have also been exploring ways to be better stewards of the environment we share. Whether it is the nearly 1,000 tons of materials we recycled last year of the energy-efficient lighting in our plant, our goals have always been green

- Green cleaning agents and a non-metallic conversion coating.
- Securing properly sized raw materials eliminates waste.
- Computer-optimized cutting processes improve yield.
- ISO quality-improvement tools reduce scrap.
- Wenger delivery trucks are built with the latest clean-burning diesel emission-control technologies.
- Stretch-wrapping eliminates corrugated waste.
- Post-installation packaging is returned and reused and recycled.
- Pallets are reused or remanufactured.
- Instant foam packaging – free of CFC’s and HCFC’s is used where possible.

29. See attached
Franchise Tax Account Status

As of: 06/27/2014 11:03:44 AM

This Page is Not Sufficient for Filings with the Secretary of State

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</tr>
<tr>
<td>Registered Agent Name</td>
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<tr>
<td>Registered Office Street Address</td>
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</table>
Wenger’s Music Room Storage Solutions Achieve GREENGUARD’s Children & SchoolsSM Certification;
Initiative Aimed at Providing Good Indoor Air Quality in Schools

Owatonna, Minn. – Wenger Corporation is proud to announce that its musical instrument and equipment storage solutions have achieved GREENGUARD Children & SchoolsSM Certification.

“While providing innovative, high-quality storage options for music programs, we also understand the important role indoor air quality plays in a child’s education,” said Stacy Hanson, marketing manager with Wenger, based in Owatonna, Minnesota. “And we want to ensure our products help promote the best possible learning environment.”

According to the U.S. Environmental Protection Agency, indoor air quality is important for health, economic and legal reasons. Indoor air pollutants can cause discomfort, and they are directly linked to children's health and academic performance. Independent studies show student test scores increase by an average of 14 percent in classrooms with improved indoor air quality.

“We are pleased to welcome Wenger Corporation as a participating manufacturer in the GREenguard Certification Program,” stated Marilyn Black, founder of the GREenguard Environmental Institute (GEI). “With music room storage solutions achieving this certification, Wenger continues to show its commitment to good indoor air quality.”

The GREenguard Children & Schools Certification is among the most stringent in the world and takes into account the special sensitivities of children. It requires all products be tested annually for more than 10,000 different chemicals and meet rigorous health-based criteria for volatile organic compounds (VOCs) including phthalates and formaldehyde. For more information about the GEI, visit www.greenguard.org.

About Wenger Corporation
Wenger Corporation provides innovative, high-quality products and solutions for music and theatre education, performing arts and athletic equipment storage and transport. For more than 60 years Wenger has been listening to what our customers need and then designing and manufacturing innovative, durable and functional products to meet those needs.

Wenger pioneered sound isolation in practice rooms and now offers modular rooms with virtual acoustic technology (VAe®) and built-in digital recording/playback. Products for music and theatre spaces include: pre-engineered acoustical doors, sound-isolating music practice
rooms, acoustical shells, acoustical wall and ceiling treatment, instrument and equipment storage cabinets, audience seating, portable stage platforms and staging systems, music posture and portable audience chairs, orchestra pit fillers, makeup stations, tiered risers and music furniture.

Our GearBoss® line of athletic storage products includes: team room lockers, high-density storage systems, shelving, multi-function carts, mobile water carts, merchandise kiosks for fundraising and a full complement of accessories.

The company’s website is www.wengercorp.com. In addition to its headquarters in Owatonna, Minn., Wenger has facilities in Canada and China, along with international distributors. The company is privately held.

-30-
Green Globes® - a revolutionary green building guidance and assessment program that offers an effective, practical and affordable way to advance the overall environmental performance and sustainability of commercial buildings. Green Building Initiative (GBI), exclusive provider of Green Globes Building Certifications, U.S., completed the process to make Green Globes the first and only commercial building rating system to become an American National Standard (ANSI).

GBI offers two products: Green Globes New Construction (NC) and Green Globes Continual Improvement of Existing Buildings (CIEB). The Green Globes Professional Training Program equips individuals to become consultants in either program.

LEED - provides building owners and operators a framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions. Developed by the U.S. Green Building Council, the LEED green building certification program offers a suite of rating systems that recognize projects that implement strategies for better environmental and health performance.
Since 2004, Green Globes has built a strong presence as a nationally recognized rating and assessment system. Its web applications have been recognized in legislation in 22 states and have assessed, improved and certified 130+ buildings which include General Services Administration, Veteran's Affairs, the State Department, Drexel University, Bristol Myers Squibb and Whole Foods among others. Several major insurance companies give premium discounts on Green Globes buildings believing them to be at less risk. The State Department of Education accepts Green Globes as a recognized system to assess schools and educational institutions and the National Institute of Health endorses Green Globes as an assessor of laboratories. In March 2010, Green Globes became the first commercial green rating system to become an American National Standards Institute (ANSI) consensus standard.

### Green Globes / LEED - A Comparison

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<th>Criteria</th>
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<th>LEED</th>
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<td>Web enabled interactive questionnaire</td>
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<td></td>
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<tr>
<td>New Construction Assessment</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Existing Buildings Assessment</td>
<td>1,000</td>
<td>110</td>
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<tr>
<td>Program Points</td>
<td>Benchmarks against actual regional performance data</td>
<td>Benchmarks against hypothetical building model</td>
</tr>
<tr>
<td>Energy Performance</td>
<td>New Construction</td>
<td>New Construction</td>
</tr>
<tr>
<td>Criteria Weighted – Partial Credit Scores Possible</td>
<td>Yes</td>
<td>Limited</td>
</tr>
<tr>
<td>Forest Certifications Accepted</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Specific Prerequisite Items</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Minimum Points Required for Certification</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Incorporates Life Cycle Assessment</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Flexibility for Non-Applicable Criteria</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Automated Online Report Incorporates Sustainability Recommendations</td>
<td>Assessor assigned/on-site building audit with team</td>
<td>Fill out assessment form, submit, await results</td>
</tr>
<tr>
<td>Certification Process</td>
<td>LEED Platinum</td>
<td>LEED Platinum</td>
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<td>Certification Ratings</td>
<td>LEED Gold</td>
<td>LEED Silver</td>
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<td>4 Globes</td>
<td>Certified LEED</td>
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<tr>
<td>3 Globes</td>
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<td>2 Globes</td>
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<tr>
<td>1 Globe</td>
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<tr>
<td>Certified Personnel Training Program Available</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Time Requirements to Complete Documentation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost to Certify a Typical Building &gt; 100,000 sq ft</td>
<td>$</td>
<td>$$$</td>
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</table>

Green Globes is North America's first web-enabled, fully interactive green building assessment tool that allows building professionals and owners to augment their design, in the case of new construction, or incorporate sustainability operations, in the case of existing buildings, and rate the building's proposed or actual sustainability performance. The system features allow building owners and managers to have first-hand knowledge at any given time how their building is scoring. If a building achieves at least 35% of the total number of 1,000 points, it qualifies for certification. Upon ordering the certification, a third-party Assessor appointed by the GBI begins to work with the owner and team during the assessment period which culminates in an on-site audit of the building. Green Globes places an emphasis on benchmarking and improvements, providing an easier, affordable way to go green. Green Globes rating and certification process can be completed for a fraction of the combined hard/soft costs and time associated with LEED. Green Globes is ideal for complex or specialty buildings that cannot be certified with LEED.

www.thegbi.org • 2104 SE Morrison • Portland, OR 97214 • 877.424.4241 • info@thegbi.org
GREENGUARD ENVIRONMENTAL INSTITUTE

CONGRATULATES

Wenger Corporation

FOR ACHIEVING GREENGUARD CERTIFICATION
FOR LOW EMITTING PRODUCTS AND MATERIALS
UNDER THE STANDARDS OF THE INSTITUTE.

September 10, 2009

CERTIFICATION DATE

90208

CERTIFICATION NUMBER

M. P. E. D.

EXECUTIVE OFFICER

FOR DISPLAY PURPOSES ONLY
State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Wenger Corporation

Responsible Representative(s):
Christopher Sipson, President
Mary Ann Smith, Secretary

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

NON TRANSFERABLE
<table>
<thead>
<tr>
<th><strong>Taxpayer Name:</strong></th>
<th>WENGER CORPORATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trade Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>555 PARK DR</td>
</tr>
<tr>
<td></td>
<td>OWATONNA, MN 55060-4940</td>
</tr>
<tr>
<td><strong>Certificate Number:</strong></td>
<td>0092865</td>
</tr>
<tr>
<td><strong>Effective Date:</strong></td>
<td>November 01, 1994</td>
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<tr>
<td><strong>Date of Issuance:</strong></td>
<td>March 06, 2013</td>
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</tbody>
</table>

**For Office Use Only:**
20130306102912655
Appendix I:
EVALUATION QUESTIONNAIRE/SELF CHECKLIST

Products/Pricing (40 Points)

1. Are all products and services being proposed listed under APPENDIX B on a corresponding electronic device? ☑Yes ☐No

2. Is there a price list for all available products/services on a corresponding electronic device? ☑Yes ☐No

3. Did you provide the warranty information that is offered by your company? ☑Yes ☐No

4. Will customers be able to verify they received the contract price? ☑Yes ☐No

   Please explain how they would verify the contract price.

5. What payment methods do you accept?
   A. Purchase Order       B. CIA/Credit Card

Performance Capability (30 Points)

1. Did you indicate which states you can deliver to under APPENDIX E, Question 1? ☑Yes ☐No

2. What is the capability of your company to respond to emergency orders? Please explain what actions you would take. All orders are reviewed and will be accommodated, if possible.

3. Please provide your company's average fill rate over the last three fiscal years.
   1) 99%  2) 99%  3) 99%  98%

4. Please provide your company's average on time delivery rate over the last fiscal year.

5. Does your company agree to the following statement on shipping 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."? ☑Yes ☐No

   Prices in catalog do not include shipping and handling charges. If not please explain. For more information, please contact your Wenger representative. In order to provide you the most favorable rate we calculate the cost of each shipment individually based on size and weight.

6. What is your company's return and restocking policy? Are there any applicable fees? Please provide a brief description and example. Returns are not accepted without written approval from Wenger Corporation. Authorized returns are subject to a minimum 20% restocking fee, which may be higher, depending on product. Custom products are not returnable.

7. What is your company's history of meeting shipping and delivery timelines? 100%

8. Will your company be able to meet the one year warranty guarantee as stated on page 16 under pricing? ☑Yes ☐No

   If not, please explain.
9. Did you provide your company’s information regarding your customer service department as per APPENDIX F, Question 15? □ Yes ◐ No

10. What is your company’s current invoicing process? Invoice sent day after order ships Terms, Net 30

11. Did you indicate how your company will implement the contract as per APPENDIX F, Question 20? □ Yes ◐ No

12. Did you provide your Dun & Bradstreet number? ◐ Yes □ No

13. Did you provide information on your website and on-line ordering capacities as per APPENDIX F, Question 14? □ Yes ◐ No

Qualification and Experience (20 points)

1. What is your company’s reputation in the marketplace?

2. What is the reputation of your products and/or services in the marketplace?

3. Does your company have past experience with Region 4 ESC and/or TCPN members? If so, please list them and their contact information (Up to five).

4. Did you list your key employees and their qualifications as per APPENDIX F, Question 6? □ Yes ◐ No

5. Did you provide the locations and sales persons who will work on the contract as per APPENDIX F, Question 6 & 7? ◐ Yes □ No

6. What past experience does your company have working in the government sector?

7. Did you provide information on working with cooperative purchasing programs as per APPENDIX F, Question 24? □ Yes ◐ No

8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per APPENDIX F, Question 16? ◐ Yes □ No

9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per APPENDIX F? □ Yes ◐ No

10. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business certifications that your company holds? □ Yes ◐ No

11. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business and other diverse certifications that your company holds? □ Yes ◐ No

Value Add (10 Points)

1. Did you submit a marketing plan as per APPENDIX F, Question 17? ◐ Yes □ No

2. Did you provide a national sales training plan as per APPENDIX F, Question 21? ◐ Yes □ No
Appendix B: PRODUCT / SERVICES SPECIFICATIONS

It is the intention of Region 4 ESC to establish an annual contract with highly qualified Vendor(s) for Performing Arts Apparel, Instruments, Equipment and Related Services on a national basis. Vendor(s) shall, at the request of TCPN member, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS. Vendor(s) shall assist the TCPN member with making a determination of its individual needs, as stated below.

Region 4 ESC is seeking proposals for products and services including, but not limited to, the following:

- Apparel Accessories
- Band Uniforms
- Blouses
- Choir
- Dresses
- Gowns
- Jackets
- Orchestra
- Shells
- Shoes
- Shrugs
- Skirts
- Tops
- Tuxedos
- Windwood Instruments
- Brass Instruments
- Percussion Instruments
- String Instruments
- Classroom Instruments
- Keyboards / Pianos
- Repair & Tuning
- Instrument Accessories
- Music - instrumental and vocal, including but not limited to UIL listings, method books, etc.
- Sound Systems

Respondents are strongly encouraged to submit their entire catalogue within this scope. All products should be offered with a minimum one year standard warranty. Extended warranties may be offered as part of the respondent’s submission under the guidelines of Appendix C of this RFP.

* See enclosed Wenger Music Education 2013-2014 PDF Version CD
Clark County SD
Las Vegas, NV
Lakesha Terrell
702/799.5225
Music Furniture and Equipment
$506,646.15

Fairfax County PS
Falls Church, VA
Keith Taylor
571/423.4538
Music Furniture and Equipment
$402,644.25

Virginia Beach City PS
Virginia Beach, VA
John Brewington
757/263.1077
Music Furniture and Equipment
$209,426.00

Stafford County PS
Stafford, VA
Allison Langridge
540/658.8690
Music Furniture and Equipment
$266,064.00

Prince William County PS
Manassas, VA
Joyce Zsembery
703/791.8105
Music Furniture and Equipment
$245,737.00

Loudoun County PS
Ashburn, VA
Michael Pierson
571/252.1592
Music Furniture and Equipment
$231,659.00

Humble ISD
Humble, TX
Allen, Miller
281/634.8992
Music Furniture and Equipment
$108,564.00

Conroe ISD
Conroe, TX
Patrick Paris
936/756.7751
Music Furniture and Equipment
$253,043.00

Pasadena ISD
Pasadena, TX
Linda Fletcher
713/920.6942
Music Furniture and Equipment
$239,511.00

Katy ISD
Katy, TX
Bob Bryant
281/396.6000
Music Furniture and Equipment
$145,750.00
Vendor Orientation

Respondent companies must commit to attending a vendor orientation meeting at TCPN's offices should they be awarded a contract with Region 4 ESC through this RFP. Vendor orientation meetings are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

Respondents should indicate below what date they would like to have their vendor orientation and who the participants will be. TCPN highly recommends that the individuals who will handle contract management, reporting and accounting, and marketing all come to the vendor orientation.

Vendor orientations for this RFP will be held between September 2 and September 26.

If awarded, our company will plan to attend vendor orientation on To be determined.

Potential attendees will include:

Raul Estrada, Jr.
Regional Sales Manager

Signature: [Signature]
Kim Steinbauer,
District Sales Manager
Wenger Corporation

Date: 6/20/2014
Appendix J:  
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 TCPN and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

<table>
<thead>
<tr>
<th>State of Alabama</th>
<th>State of Hawaii</th>
<th>State of Massachusetts</th>
<th>State of New Mexico</th>
<th>State of South Dakota</th>
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<tbody>
<tr>
<td>State of Arkansas</td>
<td>State of Indiana</td>
<td>State of Mississippi</td>
<td>State of North Dakota</td>
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</tr>
<tr>
<td>State of California</td>
<td>State of Iowa</td>
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<tr>
<td>State of Delaware</td>
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<td>State of Pennsylvania</td>
<td>State of West Virginia</td>
</tr>
<tr>
<td>State of Georgia</td>
<td>State of Maryland</td>
<td>State of New Jersey</td>
<td>State of South Carolina</td>
<td>State of Wyoming</td>
</tr>
</tbody>
</table>

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 [http://www.usa.gov/Agencies/Local.shtml](http://www.usa.gov/Agencies/Local.shtml)

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages, and Boroughs including but not limited to:

CITY OF ADAIR VILLAGE  
CITY OF ASHLAND  
CITY OF AUMSVILLE  
CITY OF AURORA  
CITY OF BEAVERTON  
CITY OF BOARDMAN  
CITY OF BURNS  
CITY OF CANBY  
CITY OF CANYONVILLE  
CITY OF CLATSKANIE  
CITY OF COBURG
CITY OF CONDON
CITY OF LA GRANDE
CITY OF LEBANON
CITY OF MILL CITY
CITY OF MILWAUKIE
CITY OF MOSIER
CITY OF NORTH PLAINS
CITY OF OREGON CITY
CITY OF PILOT ROCK
CITY OF PORTLAND
CITY OF POWERS
CITY OF RIDDLE
CITY OF SANDY
CITY OF SCAPPOOSE
CITY OF SHADY COVE
CITY OF SHERWOOD
CITY OF ST. PAUL
CITY OF TIGARD, OREGON
CITY OF TUALATIN, OREGON
CITY OF WARRENTON
CITY OF WILSONVILLE
CITY OF WINSTON
LEAGUE OF OREGON CITIES
PORTLAND DEVELOPMENT COMMISSION
CITY OF BATON ROUGE
CITY OF BOSSIER CITY
CITY OF KENNER
CITY OF LAFAYETTE
CITY OF LAKE CHARLES
CITY OF METAIRIE
CITY OF MONROE
CITY OF NEW ORLEANS
CITY OF SHREVEPORT

**Counties including but not limited to:**
BOARD OF WATER SUPPLY
COUNTY OF HAWAII
MAUI COUNTY COUNCIL
CADDY PARISH
CALCASIEU PARISH
EAST BATON ROUGE PARISH
JEFFERSON PARISH
LAFAYETTE PARISH
LIVINGSTON PARISH
ORLEANS PARISH
PLAQUEMINES PARISH
RAPIDES PARISH
SAINT TAMMANY PARISH
TERREBONNE PARISH
WEST BATON ROUGE PARISH

**K-12 including but not limited to:**
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BROOKING HARBOR SCHOOL DISTRICT NO. 17-C
CANYONVILLE CHRISTIAN ACADEMY
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
COUNTY OF YAMHILL SCHOOLDistrict 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO. 2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO. 8
DE LA SALLE N CATHOLIC HS
DESCUTES COUNTY SCHOOL DISTRICT NO. 6
DUFUR SCHOOL DISTRICT NO. 29
ESTACADA SCHOOL DISTRICT NO. 10B
FOREST GROVE SCHOOL DISTRICT
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON COUNTY SCHOOL DISTRICT NO. 9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN COUNTY SCHOOL DISTRICT 95C
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO. 71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MICH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO. 1J
MULTISENSORY LEARNING ACADEMY
MUL TONMAH EDUCATION SERVICE DISTRICT
NEAH-KAH-NIE DISTRICT NO. 56
NESTUCCA VALLEY SCHOOL DISTRICT NO. 101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
PHOENIX TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32
CADDY PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
EAST BATON ROUGE PARISH SCHOOL DISTRICT
JEFFERSON PARISH SCHOOL DISTRICT
LAFAYETTE PARISH SCHOOL DISTRICT
LIVINGSTON PARISH SCHOOL DISTRICT
ORLEANS PARISH SCHOOL DISTRICT
RAPIDES PARISH SCHOOL DISTRICT
TERREBONNE PARISH SCHOOL DISTRICT

Higher Education
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
CENTRAL OREGON COMMUNITY COLLEGE
CHEMELKA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLUMBIA GORGE COMMUNITY COLLEGE
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
ROGUE COMMUNITY COLLEGE
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
ARGOSY UNIVERSITY
BRIGHAM YOUNG UNIVERSITY-HAWAII
COLLEGE OF THE MARSHALL ISLANDS
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
UNIVERSITY OF HAWAII AT MANOA

State Agencies
BOARD OF MEDICAL EXAMINERS
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 DEPARTMENT OF TRANSPORTATION
OREGON DEPARTMENT OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPARTMENT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
ADMIN. SERVICES OFFICE
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII HEALTH SYSTEMS CORPORATION
SOH-JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE
STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPARTMENT OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPARTMENT OF EDUCATION
Appendix H:

ADDITIONAL REQUIRED DOCUMENTS

DOC #1  Clean Air and Water Act
DOC #2  Debarment Notice
DOC #3  Lobbying Certification
DOC #4  Contractors Requirements
DOC #5  Antitrust Certification Statement

FOR NEW JERSEY VENDORS ONLY:

DOC #6  Ownership Disclosure Form
DOC #7  Non-Collusion Affidavit
DOC #8  Affirmative Action Affidavit
DOC #9  Pay to Play Notice and Political Contribution Form
DOC #10 Stockholder Disclosure Certification

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:


Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.
Clean Air and 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: Wenger Corporation

Title of Authorized Representative: Kim Steinbauer, District Sales Manager

Mailing Address: 555 Park Drive, Owatonna, MN 55060

Signature: Kim Steinbauer
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: Wenger Corporation

Title of Authorized Representative: Kim Steinbauer, District Sales Manager

Mailing Address: 555 Park Drive, Owatonna, MN 55060

Signature: Kim Steinbauer

Kim Steinbauer
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-recipient shall certify and disclose accordingly.

Kb Steinbauer 6/20/2014
Signature of Respondent Date

Kim Steinbauer,
District Sales Manager
Wenger Corporation
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 statues of the states it is 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 offeror 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 4 ESC Participating entities in which work is being performed.

Fingerprint and 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 offeror 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.

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent
Kim Steinbauer, District Sales Manager
6/20/2014 Wenger Corporation

Date
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  Wenger Corporation

Address  555 Park Drive  
Owatonna, MN  55060

Phone  800/733.0393
Fax  507/455.4258

Offeror  
Kim Steinbauer
Signature
Kim Steinbauer  
Printed Name
District Sales Manager  
Position with Company

Authorizing Official  
Chris Simpson  
Signature
Chris Simpson  
Printed Name
President, CEO  
Position with Company
SALES BID, QUOTE AND CONTRACT AUTHORITY CERTIFICATE

RESOLVED, Wenger personnel as outlined on the attached addendums have been authorized and empowered to prepare and submit price quotations, proposals, and bids in connection with the sale of the products of Wenger Corporation and its businesses and to enter in such sales contracts as may be the result of such negotiations, proposals, and bids, and to sign such documents to carry out the foregoing.

Christopher S. Simpson
President and CEO of Wenger Corporation

STATE OF MINNESOTA)
 )SS
COUNTY OF STEELE)

Christopher S. Simpson, being first duly sworn on oath says that he is the President and CEO of Wenger Corporation; that he has read the foregoing Certificate, knows the contents thereof and that the same is true of his own knowledge.

Dated __June 20_________, 2014

Subscribed and sworn to before me this

___20th___ day of __June__________, 2014

CORPORATE SEAL

[Signature]
LOLA ANN MCDERMOTT
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2019
CERTIFICATE ADDENDUM

Wenger Corporation, Corporate Officers, Administration and Manufacturing:
Simpson, Christopher S.  Unlimited
McCusker, Joseph J.  Unlimited

Wenger Corporation - Up to $500,000:
Carman, Tom
Kingsley, Jim
Maas, Lori
Smith, Mary Ann
Swanquist, Barry

Wenger Corporation - Up to $300,000:
Ferch, Michael
Freheit, Ron
Hanson, Stacy
Hutchison, Eron
Ingalls, Mark
Meyer, Dennis
Melhouse, Gayle
Nash, Jan
Nelson, Gregg
Prissel, Iris
Probst, Ron
Steinbauer, Kim
Tuthill, Jodi
Wagner, Nancy

Wenger Corporation - Up to $150,000:
Atkinson, Stephanie  Middlestadt, Jane
Grinnell, Valery  Orlowski, Kris
Dietz, Gloria  Storjohann, Chris
Ferrise, Terry  Ulrich, Paula
Flemming, Chris  Ulrich, Sherrie
Goette, Deb  Wesely, Cynthia
Gore, Cris
Grunklee, Lori
Hrdlichka, Mida
Kramer, Maggie
Lunde, Cathy
Melzer, Susan

Wenger Corporation - Up to $100,000:
Thompson, Kari
### CERTIFICATE ADDENDUM

**Wenger Corporation - Up to $75,000:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
</tr>
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<tbody>
<tr>
<td>Ahern, Colleen</td>
<td>Marreel, Sharon</td>
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<td>Moen, Karrie</td>
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<td>Anhorn, Dale</td>
<td>Morris, Sue</td>
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<td>Barwick, Lori</td>
<td>Muilenburg, Kasey</td>
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<td>Bahe, Chad</td>
<td>Olson, Douglas</td>
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<td>Bell, Melissa</td>
<td>Pelinka, Julie</td>
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<td>Berg, Jackie</td>
<td>Root, Sherry</td>
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<tr>
<td>Bulver, Lisa</td>
<td>Schieffer, Cathy</td>
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<td>Clark, Nancy</td>
<td>Schiller, Leah</td>
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<td>Springer, Gwen</td>
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<td>Supalla, Margaret</td>
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<td>Evers, Julie</td>
<td>Walker, Debra</td>
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<tr>
<td>Grannes, Judy</td>
<td>Wunderlich, Tina</td>
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<td>Haville, Susan</td>
<td>Zacharias, Cassie</td>
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<td>Herz, Tricia</td>
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<td>Hobgood, Brenda</td>
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<td>Jensen, Vanessa</td>
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<td>Korbel, Sarah</td>
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<td>Kulla, Patty</td>
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</table>

C-07-5/2014
DOC #6

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

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

Company Name: ____________________________________________

Street: ____________________________________________________

City, State, Zip Code: _______________________________________

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 ____________________________, an authorized representative of ____________________________, 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.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Interest</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

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

__________________________________________  __________________________________________
Date                                              Authorized Signature and Title

Page 44 of 61
DOC #7

NON-COLLUSION AFFIDAVIT

Company Name: ____________________________

Street: ____________________________

City, State, Zip Code: ____________________________

State of New Jersey

County of ____________________________

I, ____________________________ of the ____________________________

Name ______________ City ______________

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

I am the ____________________________ of the firm of ____________________________

Title ____________________________ Company Name ____________________________

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

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

Company Name ____________________________ Authorized Signature & Title ____________________________

Subscribed and sworn before me

this ______ day of ________________, 20____

Notary Public of New Jersey
My commission expires ________________ , 20____

SEAL
DOC #8

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

Company Name: ____________________________________________________________

Street: ___________________________________________________________________

City, State, Zip Code: ______________________________________________________

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.
   __________
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.

_________________________________________  _______________________________________
Date                                                                 Authorized Signature and Title
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 it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the
statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

________________________________________
Signature of Procurement Agent
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 on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfn/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfn/lfnmenu.shtml)).

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 [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). 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:

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

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

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

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

*N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

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

Part I - Vendor Information

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Wenger Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>555 Park Drive</td>
</tr>
<tr>
<td>City:</td>
<td>Owatonna</td>
</tr>
<tr>
<td>State:</td>
<td>MN</td>
</tr>
<tr>
<td>Zip:</td>
<td>55060</td>
</tr>
</tbody>
</table>

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

Kim Steinbauer
Signature

Kim Steinbauer
Printed Name

District Sales Manager
Title

Part II – Contribution Disclosure

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

- [ ] Check here if disclosure is provided in electronic form.

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>None</td>
<td>None</td>
<td>$ None</td>
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- [ ] Check here if the information is continued on subsequent page(s)
Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

Page 1 of 1

Vendor Name:

<table>
<thead>
<tr>
<th>Contributor Name</th>
<th>Recipient Name</th>
<th>Date</th>
<th>Dollar Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td>None</td>
<td>None</td>
<td>$ None</td>
</tr>
</tbody>
</table>

☐ Check here if the information is continued on subsequent page(s)
List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:
Freeholders County Clerk Sheriff
{County Executive} Surrogate

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

Not applicable to Wenger Corporation

Users should create their own form, or download from www.nj.gov/dca/lgs/P2P a county-based, customizable form.
DOC #10

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  ☐ Corporation  ☐ Sole Proprietorship

☐ Limited Partnership  ☐ Limited Liability Corporation  ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
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<tbody>
<tr>
<td>Home Address:</td>
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<tr>
<td>Home Address:</td>
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</table>

<table>
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<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Address:</td>
<td>Home Address:</td>
</tr>
</tbody>
</table>

Subscribed and sworn before me this ___ day of ____________, 20__.  

__________________________________________  
(Affiant)

(Notary Public)

My Commission expires:  
__________________________________________  
(Print name & title of affiant)  
(Corporate Seal)
ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

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

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

☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

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

6/20/2014
Date

Authorized Signature & Title
Kim Steinbauer,
District Sales Manager
Wenger Corporation