

Request for Proposal- #5111  
Virginia Public Schools & Gov MVMT  
K12 Classroom Furniture, Installations and Related Products & Services

Addendums Received:

- #5111 Addendum Dated 8/10- Received and Reviewed

Request for Proposal- #5111  
Virginia Public Schools & Gov MVMT  
K12 Classroom Furniture, Installations and Related Products & Services

**Section 6.17: Preparation Guidelines**

**Statement of Needs:** 3.1.12 Music Furniture and Storage – A complete and comprehensive catalog selection of music furniture and storage equipment including, but not limited to music posture chairs, band stands, conductor systems, instrument storage and performance platforms/risers.

**6.17.1 Qualifications and Experience**

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. In 2011 Wenger Corporation and J.R. Clancy Inc. joined forces. 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.

Today we are more active in the pursuit of your satisfaction than at any other time in our history. We closely track our customer feedback through our survey process, and we fine tune our services routinely. For 75 years our products not only provide lasting functionality, but also truly enhance practice and performance.

Wenger Corporation headquarters is located at 555 Park Dr., Owatonna MN and JR Clancy is located at 7401 Interstate Island Rd. Syracuse NY. Together there are over 600 employees.

**Exhibit A-** Questionnaire for National Consideration- Uploaded in Response Tab

**Exhibit B-** Supplier Response- uploaded in Response Tab

The Wenger Corporation Sales staff, located throughout the entire U.S. serves the primary markets of K-12 Education, College/University, Worship, Rental and the Event/Entertainment Industry. Working through the new construction process to collaborate in the design of the ideal music suite and then outfit them with furniture and storage to inspires great performances. See below for references:

Reference:

Idella 'Del' Brown/Purchasing  
Prince William Co Public Schools  
703-791-8741  
[BrownIH@pwcs.edu](mailto:BrownIH@pwcs.edu)

Katrina Davilis Chaney/Music Educational Specialist  
Fairfax Co. Public Schools  
571-423-4538  
[kdchaney@fcps.edu](mailto:kdchaney@fcps.edu)

Annamarie Bollino/Facilitator Fine & Performing Arts  
Stafford Co. Public Schools  
540-658-6684  
[Bollinoa@staffordschools.net](mailto:Bollinoa@staffordschools.net)

Chris Ferrell/Music Coordinator  
Cobb County School District  
770-426-3300  
[Christopher.ferrell@cobbk12.org](mailto:Christopher.ferrell@cobbk12.org)

Dena Johnson/Construction Mgr  
Grossmont Union High School  
619-644-8800  
[jajohnson@guhdsd.net](mailto:jajohnson@guhdsd.net)

6.17.2 Capability:

Wenger Corporation has a staff of 52 territory Sales Reps located throughout the U.S. selling the items to end users specifically listed on this contract. Through phone, email, teleconference, and on-site consultation they are available and trained with both product and materials to discuss and respond to customer needs. They are supported by a staff and extended groups that process quotes and orders. Wenger also has a complete Customer Service team, logistics team as well as applications to work through layout and design needs. Wenger Corporation manufactures 95% of our products between the Owatonna and Syracuse manufacturing facilities.

### 6.17.3 Project Methodology:

When awarded, a detailed email would be sent to the sales organization notifying them to our new contract, contract number, pricing details and effective dates. We will also provide a standard quote comment that refers to the quote number on all corresponding quotes to customer utilizing this contract. An internal code is created for all orders for tracking and reporting purposes. Wenger Corporation will provide our company logo to Gov MVMT and agree to provide permission for reproduction of such logo in marketing. The website would also be updated for customer awareness.

### 6.17.4 Price:

Unit pricing is provided but does not include any delivery or installation charges. Call for all quotes. All discounts are incorporated into our product only pricing pages. Discounts range from 5-27% off list. It is not customary for Wenger Corporation to offer tiered discounts.

### 6.18 EXCEPTION- Clarifications:

Gov MVMT Section 1 (iv) A:

- #7 -Wenger Corporation will not agree to provide a dedicated phone line or toll-free national hotline for inquiries. However, our existing 800-493-6437 national toll-free will address any GovMVMT inquiries.
- #8 – Wenger Corporation will create a dedicated email address in the desired format for inquiries [GovMVMT@wengercorporation.com](mailto:GovMVMT@wengercorporation.com) . Customers can also reach out to their dedicated Territory Rep found on the website.



August 30, 2022

Virginia Beach City Public School  
Office of Purchasing Services  
2512 George Mason Drive  
Virginia Beach, VA 23456

Project: K12 Classroom Furniture  
Location: Virginia Beach, VA

To whom it may concern:

Wenger Corporation has reviewed the boilerplate sample subcontract for the above-referenced project. We appreciate having the opportunity to review the terms and conditions during the bid process.

Attached to this letter are copies of the pages from the boilerplate subcontract marked with clarifications that Wenger Corporation is requesting to the subcontract.

Please confirm that if Wenger Corporation is awarded the project, the clarifications will be incorporated into the subcontract we receive.

Thank you. We are confident that our work and products meet or exceed the standards set for this project.

Respectfully,

*Jon Oleson*

**Jon Oleson** | Contract Specialist | Wenger Corporation  
507.455,4100 | 800.4WENGER (493.6437)  
jon.oleson@wengercorp.com

# ATTACHMENT A – SAMPLE CONTRACT



**VIRGINIA BEACH CITY PUBLIC SCHOOLS**  
CHARTING THE COURSE

## K12 CLASSROOM FURNITURE

### Contract No. 5111

In consideration of the mutual covenants, provisions and agreements set forth herein, this Agreement (the “Contract”) is entered into on **(Enter date)** between **The School Board of the City of Virginia Beach** (“**The Virginia Beach City Public Schools**” or “**VBCPS**” or “**School Board**”), and **(Enter Contractor)** (also known as the “**Contractor**”) a **Enter State of Corporation or where entity was formed** (**Enter type of entity-corporation, partnership, limited corporation**) whose address is **(Enter Address)** for the purpose of providing the services set forth herein.

### 1. SCOPE OF WORK

Contractor shall perform \_\_\_\_\_ [describe specific services/goods to be provided, duties, obligations and standards of the work to be performed; in addition, the delivery location of the product, if same is tangible, should be specifically stated].

[If documents are to be incorporated by reference, use this language.] Contractor shall perform services as specified in a certain proposal of Contractor dated \_\_\_\_\_, which is attached hereto and made a part of this Contract by reference as if repeated verbatim herein. In the event that a conflict exists between the referenced proposal of Contractor dated \_\_\_\_\_ and the terms of this Contract, the terms of this Contract shall govern and supersede any such conflicting terms of the proposal.

### 2. COMPENSATION AND METHOD OF PAYMENT

In consideration of the work to be performed by Contractor, as set forth under the Scope of Work, VBCPS shall order goods and services as needed and pay Contractor after such goods and services are delivered per the pricing schedules and discounts as follows: **(Enter pricing from Offerors response)**

### 3. TERM OF CONTRACT

TO BE DETERMINED DURING NEGOTIATIONS.

### 4. CONTRACT ADMINISTRATOR

The Contract Administrator for this project shall be **TBD**. Contact can be made at **757-000-0000**.

### 5. PRICE ESCALATION FOR RENEWABLE TERMS

TO BE DETERMINED DURING NEGOTIATIONS.

## **6. DOCUMENTS**

This Contract and any exhibits or attachments thereto will constitute the final Contract Document (“Contract Document”). The Contract Document will be incorporated by reference into all purchase orders processed as part of this Contract.

In the event of a conflict in interpretation between the applicable Contract Document and this Contract, any such conflict will be resolved by giving precedence in the following order, most recently dated document first:

- a) Amendments and Change Orders to this Contract;
- b) The Contract and any Exhibits or Attachments thereto;
- c) The Proposal;
- d) The RFP and Subsequent Addenda.

## **7. CONTRACTUAL DISPUTES**

All contractual disputes will be disposed of consistent with Virginia Public Procurement Code § 2.2-4363, as amended.

## **8. VENUE**

Any and all suits for any claim(s) or for any and every breach or dispute arising out of this Contract shall be maintained in the Commonwealth of Virginia. Venue shall be the appropriate court of competent jurisdiction in the City of Virginia Beach, Virginia or the United States District Court for the Eastern District of Virginia, Norfolk Division.

## **9. APPLICABLE LAW**

This Contract shall be deemed to be a Virginia Contract and shall be governed as to all matters, whether of validity, interpretations, obligations, performance or otherwise, exclusively by the laws of the Commonwealth of Virginia. All questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. Sales to schools are not affected by any fair trade agreements.

## **10. COMPLIANCE WITH ALL LAWS**

Contractor's attention is directed to the fact that all applicable federal, state, local laws and ordinances, including all rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract. They will be deemed to be included in the Contract the same as though herein written out in full. Contractor must possess all necessary licenses and permits required to legally conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract prior to the initiation of work. Contractor further expressly represents that it is either a corporation, partnership, or limited liability company, as identified on the first page of this contract, in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the Contract and any extensions thereof.

## **11. GOOD STANDING WITH THE VIRGINIA STATE CORPORATION COMMISSION**

If the Contractor is a Corporation, Limited Liability Company, General Partnership, Limited Partnership or a Business Trust and is organized or authorized to transact business in the Commonwealth pursuant to

Title 13.1 or Title 50 of the Code of Virginia, 1950, as amended, then the Contractor will remain in good standing with the Virginia State Corporation Commission throughout the term of this contract.

## 12. DRUG-FREE WORKPLACE

During the performance of this Contract, Contractor agrees to:

Provide a drug-free workplace for Contractor's employees.

Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.

Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, pertaining to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on School Board property are prohibited:

- The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs.
- Any impairment from the use of alcohol or other drugs, except for legitimate medical purposes.
- Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by VBCPS in addition to any criminal penalties that may result from such conduct.

## 13. CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

All Contractors must comply with the *Code of Virginia § 22.1-296.1*. During the contract period, the Contractor must keep current its certification that the Contractor, its employees, its future employees, its subcontractor(s) and the employees of its subcontractor(s) who will be on Virginia Beach City Public Schools (VBCPS) Property or in the presence of VBCPS students during school sponsored activities **have not been convicted** of a felony, or any offense involving the sexual molestation of a child, or any offense involving physical or sexual abuse of a child, or rape of a child, or convicted of a crime of moral turpitude. Contractor must submit the appropriate **CONTRACTOR BACKGROUND CERTIFICATION FORM** as necessary to remain compliant.

Wenger is enrolled with a national sex offender registry against which all of its own employees are checked. Wenger will check state-specific sex offender registries for its own on-site employees, when required by law or contract, but not temporary or union workers. Wenger will inform third-party installers that their on-site employees must be checked by the respective third-party installer.

## 14. EMPLOYMENT OF UNAUTHORIZED ALIENS

Contractor agrees that it does not currently, and shall not during the performance of this contract, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986."

## 15. THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS.

## 16. NONDISCRIMINATION



Employment discrimination by Contractor shall be prohibited. During the performance of this Contract, Contractor agrees as follows:

- Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
- Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- Contractor will include the provisions of the foregoing first three paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## 17. ANTI-COLLUSION CLAUSE

Contractor hereby certifies that this Contract, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, VBCPS has an interest in, or is concerned with, this Contract, and, that no person or persons, firm or corporation other than Contractor, have, or are, interested in this Contract.

## 18. FAILURE TO PERFORM

Contractor shall be liable to VBCPS for all costs VBCPS incurs as a result of Contractor's failure to perform this Contract in accordance with its terms. Contractor's liability shall include, but not limited to: <sup>actual</sup> damages and other delay costs incurred resulting in improper Contractor work, VBCPS increased costs of performance, such as extended overhead and increased performance costs resulting from Contractor-caused delays or improper Contractor work, warranty and rework costs, liability to third party, excess costs, reasonable attorney's fees and <sup>court</sup> ~~related~~ costs.

## 19. FORCE MAJEURE

Neither party will be responsible for any resulting loss if the fulfillment of any of the terms or provisions of this agreement is delayed or prevented by a force majeure event, including, but not restricted to, revolutions, insurrections, riots, wars, acts of enemies, national emergency, pandemics, diseases, measures of any governmental authority, freight embargoes, strikes, catastrophic disasters, hurricanes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence such party cannot prevent, whether of the class of causes enumerated above or not.

Upon occurrence of a force majeure event, the Contractor must promptly notify VBCPS that a force majeure event has occurred and its anticipated effect on performance, including its expected duration. The Contractor's obligation to notify VBCPS is an express condition to invoking this clause.

The Contractor must furnish VBCPS with periodic reports regarding the progress of the force majeure event. The Contractor must use reasonable diligence to minimize damages and to resume performance. VBCPS is

relieved from performance even if the underlying applicable event is foreseeable at the time of execution of the contract. If the Contractor cannot resume performance to comport with the initial contract, VBCPS may cancel the initial contract after providing written notice to the Contractor.

## 20. TERMINATION WITHOUT CAUSE

VBCPS may at any time, and for any reason, terminate this Contract by written notice to the Contractor specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to the Contractor by certified mail/return receipt requested at the address set forth in Contractor's Proposal or in the first paragraph of this Contract.

In the event of such termination, the Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by VBCPS, at the time of termination.

If VBCPS terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to VBCPS any work completed or in process for which payment has been made.

## 21. TERMINATION WITH CAUSE/DEFAULT/CANCELLATION

In the event that the Contractor shall for any reason or through any cause be in default of the terms of this Contract, VBCPS may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Proposal or in the first paragraph of this Contract.

Unless otherwise provided, Contractor shall have ten (10) <sup>business</sup> days from the date such notice is <sup>received</sup> ~~mailed~~ in which to ~~commence and continue to~~ cure the default. Upon failure of the Contractor to cure the default, VBCPS may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to VBCPS any work in progress for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by VBCPS and provisions herein with respect to opportunity to cure default shall not be applicable.

Cancellation of this Contract for any reason may result in the Contractor being placed in a non-responsible status for future contracts.

## 22. HOLD HARMLESS/INDEMNIFICATION

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for ~~any~~ <sup>actual</sup> and all damages to persons or property caused by or resulting from ~~or arising out of~~ <sup>negligent</sup> any act or omission on the part of Contractor, its subcontractors, agents or employees under ~~or in connection with~~ this Contract or the performance or failure to perform any work required by this Contract. Contractor agrees to indemnify and hold harmless VBCPS and its agents, volunteers, servants, employees and officials from and against ~~any and all~~ claims, losses, or <sup>direct</sup> expenses, including reasonable attorney's fees and ~~litigation~~ <sup>court costs</sup> expenses suffered by any indemnified party or entity as the result of claims or suits due to, ~~arising out of~~ or in connection with (a) ~~any and all such~~ <sup>actual</sup> damages, real or ~~alleged~~, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by VBCPS, Contractor shall assume and defend at Contractor's sole expense ~~any and all~~ such suits or defense of claims made against VBCPS, its agents, volunteers, servants, employees or officials.

## 23. ENVIRONMENTAL CONSIDERATIONS

Any costs or <sup>direct</sup> expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, ~~but not limited to~~, the costs of ~~any~~ cleanup activities, removals, remediation, responses, <sup>actual</sup> damages, fines, administrative or civil penalties or charges imposed on VBCPS, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

## 24. CONTRACT WAIVER

Any waiver of any provision of this Contract shall be in writing and shall be signed by the duly authorized agent of Contractor or VBCPS. The waiver by either party of any term or condition of this Contract shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Contract.

## 25. NOTICES

All notices, requests, demands, and elections under this Contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals.

- To VBCPS: Director of Purchasing  
2512 George Mason Drive  
Virginia Beach, VA 23456
- To Contractor: Account Manager as defined in first paragraph of this contract

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

## 26. RESPONSIVENESS

If Contractor fails to deliver goods or services or fails to replace rejected articles ~~immediately or~~ within a reasonable time as interpreted by VBCPS, when so requested, the right is reserved to procure these goods or services from other sources. VBCPS reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On such purchases, Contractor agrees to reimburse VBCPS promptly for ~~excess~~ <sup>direct</sup> costs occurred by such purchases. Such purchases will be deducted from Contract amount. ~~Should the cost be less, Contractor shall have no claim to the difference.~~ Contractor shall remove all rejected materials, equipment or supplies from the premises of VBCPS within ten (10) <sup>business</sup> days of notification. Rejected items left longer than ten (10) <sup>business</sup> days ~~will~~ be regarded as abandoned and VBCPS shall have the right to dispose of them as its own property.

VBCPS reserves the right to procure these services from another firm if the Contractor does not respond to the needs of VBCPS in accordance with any schedules dictated by VBCPS.

## 27. SEVERABILITY

If any provision of this Contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Contract, and all other provisions of this Contract shall remain in full force and effect.

## 28. AUDITS

VBCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three (3) years following the completion of this Contract including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to VBCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office or place of business in Virginia Beach, Virginia. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location <sup>to be mutually agreed upon between Contractor and VBCPS.</sup> ~~in Virginia Beach, Virginia, which is convenient for VBCPS.~~ This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which VBCPS may have by State, VBCPS, or Federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are expressed or implied.

## 29. PERMITS AND LICENSING

Contractor shall be responsible for obtaining and the cost of any and all permits, inspections, consents, authorizations and impact fees as may be required to perform its obligation. All applicable licensing requirements are to be in compliance with any and all rules of VBCPS.

## 30. COPYRIGHT / PATENT INDEMNITY

Contractor shall pay all royalty and license fees relating to the items covered by this Contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this Contract constitute an infringement of any copyright, trademark, or patent, the Contractor shall indemnify VBCPS and hold VBCPS harmless from ~~any~~ <sup>direct</sup> cost, <sup>actual</sup> expense, damage or loss incurred in any manner by VBCPS on account of any such alleged or actual infringement.

## 31. CONTRACTOR IS NOT AN AGENT

Contractor will be considered an independent Contractor and shall not be deemed to be an agent, servant, employee or representative of VBCPS. Additionally, Contractor certifies that it does not have any relationship (ownership, contractual or otherwise) with any person or entity, which could have an effect on the Contractor's ability to fairly and effectively provide services pursuant to this Contract. **If any such relationship does exist, Contractor must disclose such information.**

## 32. VANDALISM

VBCPS will not reimburse Contractor for the cost of repairs for any damages to Contractor's equipment caused by students, other acts of vandalism or other occurrences.

### 33. MILITANCY

If by reason of any acts of God, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor is prevented from carrying out this Contract, the Contract shall not terminate, but VBCPS shall have the right to utilize the contracted equipment and supplies in which case the operating expenses incurred by VBCPS shall be deducted from the payments which VBCPS will make to Contractor for the period involved as if Contractor rendered the service directly. However, should such action result in loss or damages to equipment, such loss or damage will be recovered by Contractor from VBCPS.

### 34. ADDITIONAL SERVICES

Additional services not covered by this Contract shall be negotiated in advance, as necessary. These services will be dependent on the parties reaching mutual agreement as to adjustments in the service to be provided and the applicable rates. All rates for services not covered by this Contract must be approved in writing by VBCPS, in advance, or payment for services will not be authorized.

VBCPS reserves the right to obtain these services by other methods at any time.

### 35. INVOICES

Contractor shall submit to VBCPS all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this Contract.

Invoices shall not include any costs other than those identified in the executed VBCPS purchase order processed under this Contract or any subsequent change orders issued by VBCPS's Purchasing Division.

All shipping costs are Contractor's responsibility, except to the extent such charges are identified in the executed VBCPS purchase order or change orders.

Contractor's invoices shall provide at a minimum:

- Type and description of the Product or Service installed, delivered and accepted;
- The Contract number and/or VBCPS Purchase Order number.

### 36. TAXES

VBCPS is exempt from Federal, State and excise taxes. Contractor shall not include such taxes in any invoices under this Contract. Exemption certificates, if required, will be provided upon request. Contractor shall pay all sales, consumer, use and other similar taxes for the work or portions thereof provided by Contractor which are legally enacted at the time offers are received, whether or not yet effective. All taxes: City of Virginia Beach business license, personal property, real estate and all other applicable tax requirements are the responsibility of Contractor. VBCPS assumes no tax liability under this Contract.

### 37. PAYMENTS

Any costs related to the performance of the Contract must be included in the original response. Payment terms offering a "**prompt payment discount**" will **not** be considered in the evaluation of offers. All **other** payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by the Contractor shall be Net 45 days. Payment of invoices will be certified promptly by VBCPS for any item or service received in accordance with the specifications of this contract.

Payment shall not preclude VBCPS from making a claim for adjustment on any item or service received later

found not to have been in accordance with the conditions of this contract. Payment will be made on an adjusted price basis for any item or service received later found to be inferior. Partial payments on a total order will be made only by a special arrangement with VBCPS.

- Payments made on contract sales are based on Product only and will be paid once the public agency has paid Wenger in full.
- Fees are paid on product only. No freight, installation or taxes will be part of the remittance fees.

### **38. PAYMENTS TO SUBCONTRACTORS**

Pursuant to the Virginia Procurement Act, the Contractor shall make payments to all subcontractors within seven (7) days after receipt of payment from VBCPS; or shall notify VBCPS and subcontractor in writing of the intention to withhold all or part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one (1) percent per month, unless otherwise provided in the contract, to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.

**Contractor is liable for the entire amount owed to any subcontractor with which it contracts. Contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount promised to the subcontractor under the contract, the contractor shall notify the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor receiving payment for amounts owed to that contractor. Any provision in a contract contrary to this section shall be unenforceable.**

These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide VBCPS with its social security number or federal taxpayer identification number prior to any payment being made under this contract.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation to VBCPS. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

### **39. NON-APPROPRIATION AVAILABILITY OF FUNDS**

It is understood and agreed between the parties hereto that VBCPS shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, VBCPS shall immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or expense to VBCPS of any kind whatsoever. Notwithstanding anything herein to the contrary, Subcontractor does not waive its right to payment, or any rights or remedies it has under any Federal or State mechanic's lien laws, or under any applicable payment and performance bonds.

### **40. MODIFICATION**

Any and all modifications to this Contract shall be mutually agreed to by both parties, in writing, and authorized by VBCPS's Director of Purchasing or his designee.

### **41. NON-ASSIGNMENT**

Contractor shall not, under any circumstances, assign the whole or any part of this Contract or any monies due

or to become due hereunder without prior written consent of VBCPS. In case the Contractor assigns all or any part of any monies due to or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any monies due to or to come due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of work called for in this Contract.

#### **42. WARRANTY**

Contractor guarantees:

- Against defective or faulty material or workmanship for at least one (1) year from date of acceptance.
- To furnish adequate protection from damage for all work and to repair damages of any kind for which it or its workers are responsible, to the building or equipment, to its own work, or to the work of others.
- Any merchandise or service provided under this Contract which is or becomes defective during the warranty period shall be replaced by Contractor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year from the date of acceptance of the replacement). Contractor shall make any such replacement immediately upon receiving notice from VBCPS.

#### **43. INSURANCE**

**An original Certificate of Insurance naming VBCPS as additional insured will be required from the Successful Bidder.**

The Contractor will be required to carry adequate insurance to protect VBCPS from loss in case of accident, fire, theft, etc., prior to acceptance by a responsible person representing VBCPS.

The Contractor shall require each of its Subcontractors to take out and maintain during the life of its Subcontract the same insurance coverage required of the Contractor.

Contractor agrees to secure and maintain in full force and effect at all times during the term of this Contract, the following policies of insurance:

- Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverage's, in an amount not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. Such insurance shall name VBCPS as an additional insured for both ongoing and completed operation on a primary and non-contributory basis. Coverage will include a Waiver of Subrogation in favor of VBCPS.
- Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
- Umbrella / Excess liability Insurance including coverage with minimum limits of four million dollars (\$4,000,000) per occurrence and aggregate which shall attach over above noted policy coverages.
- Workers' Compensation Insurance as required under Code of Virginia, Title 65.2. not less than Five Hundred Thousand Dollars (\$500,000) per accident/employee and policy limit. Coverage will include a Waiver of Subrogation in favor of VBCPS.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to VBCPS, and shall carry the provision, that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to VBCPS.

#### 44. INSPECTIONS

All work must be inspected to ensure conformity with the specifications and requirements surrounding the work. Inspections should be arranged by contacting the Contract Administrator.

**NO PAYMENT WILL BE MADE UNTIL THE WORK IS INSPECTED AND APPROVED.**

#### 45. SAFETY REQUIREMENTS

- Contractor shall assure that all application, material handling, and associated equipment will be handled and operated in conformance with OSHA safety requirements. Where applicable, provide Material Safety Data Sheets for materials to be used on the project.
- Contractor shall comply with federal, state, and local fire and safety codes and requirements.
- Contractor shall advise VBCPS whenever work is expected to be hazardous to VBCPS employees, students or other building occupants.
- Contractor shall maintain fire extinguisher within easy access whenever power tools; flammable materials or heat producing devices are being used.
- Contractor shall advise VBCPS when volatile materials are to be used near air ventilation intakes or near occupied spaces so that action may be taken to prevent degradation of indoor air quality.
- Contractor shall dispose of all asbestos containing materials into an EPA approved sanitary landfill.
- Contractors performing work, that disturbs paint in housing and child-occupied facilities including schools built before 1978, must be EPA-certified and their employees must be trained in the use of lead-safe work practices. Contractor must follow Lead-safe work practices that minimize occupants' exposure to lead hazards. Information about these requirements can be found at [www.epa.gov/lead](http://www.epa.gov/lead) or by calling 1-800-424-5323.

#### 46. PRICING EXCEPTIONS

Unit pricing is provided but does not include any delivery or installation charges. Call for all quotes. All discounts are incorporated into our product only pricing pages. Discounts range from 5% - 27% off list. It is not customary for Wenger Corporation to offer tiered discounts.

- Pricing pages are for Product Unit Pricing ONLY. Best discounts to UNIT pricing ONLY. Refer to U.S. Pricing Sheet.
- Due to volatility in the market, all delivery and installation charges are additional. Call for Quote.



**EXHIBIT D**  
**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) who register to participate in the GovMVMT Purchasing Cooperative on the GovMVMT website (<https://www.govmvt.org/>).

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services to the applicable Lead Public Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Lead Public Agencies through GovMVMT Purchasing Cooperative and provide that Participating Public Agencies may purchase Products and Services at the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable Federal laws, local purchasing ordinances and laws of the State of purchase;

**WHEREAS**, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

**WHEREAS**, the parties hereto desire to conserve resources and reduce procurement cost; and

**WHEREAS**, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. Each party will facilitate the cooperative procurement of Products and Services.
2. The procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations, that govern each party’s procurement practices.
3. The cooperative use of Master Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the Master Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. The Lead Public Agencies will make available, upon reasonable request, information regarding the Master Agreement which may assist in improving the procurement of Products and Service by the Participating Public Agencies.
5. The Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment,

**EXHIBIT D**  
**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Participating Public Agency and Contract Supplier.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar Products or Services. Master Agreements may be structured with not-to-exceed pricing, in which case the Contract Supplier may offer the Participating Public Agency and the Participating Public Agency may accept lower pricing or additional concessions for purchase of Product and Services through the Master Agreement.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. The Lead Public Agency or any other party shall not be liable in any manner for any violation by the Participating Public Agency, and, to the extent permitted by applicable law, the Participating Public Agency shall hold the Lead Public Agency and any other party harmless from any liability that may arise from the acts or omissions of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of the Agreement shall survive any such termination.
10. This Agreement shall be effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration on the GovMVMT website, as applicable.

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

06-30-2023

NUMBER

2705020819

BOARD FOR CONTRACTORS

CLASS A CONTRACTOR

\*CLASSIFICATIONS\* CIC HIC



WENGER CORPORATION

555 PARK DRIVE

OWATONNA, MN 55060



*Mary Brock-Vaughan*  
Mary Brock-Vaughan, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

**DPOR** COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR

\*CLASSIFICATIONS\* CIC HIC

NUMBER: 2705020819 EXPIRES: 06-30-2023

WENGER CORPORATION

555 PARK DRIVE

OWATONNA, MN 55060



(FOLD)

# State Corporation Commission Clerk's Information System

[Dashboard](#) | [Online Services](#) | [Pay Registration Fees](#) | [CIS Help](#) | [Entity Search](#) | [Entity FAQs](#) | [UCC Search](#) | [UCC FAQs](#) | [Profile](#)

## Entity Information

### Entity Information

Entity Name: WENGER CORPORATION	Entity ID: F1143660
Entity Type: Stock Corporation	Entity Status: <b>Active</b>
Series LLC: N/A	Reason for Status: Active and In Good Standing
Formation Date: N/A	Status Date: 02/23/2022
VA Qualification Date: 06/17/1993	Period of Duration: Perpetual
Industry Code: 0 - General	Annual Report Due Date: N/A
Jurisdiction: MN	Charter Fee: \$300.00
Registration Fee Due Date: Not Required	

**EXHIBIT A**  
**QUESTIONNAIRE FOR NATIONAL CONSIDERATION**

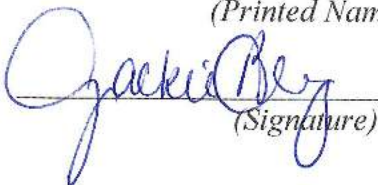
Suppliers are required to meet specific qualifications. Please respond to each qualification statement on this questionnaire.

1. Will the pricing for all Products and/or Services offered be equal to or better than any other pricing options it offers to Participating Public Agencies nationally?  
Yes  No
2. Does your company have the ability to provide service to any Participating Public Agencies in all 50 states?  
Yes  \*No   
(\*If no, identify the states where you do not have the ability to provide service to Participating Agencies.)
3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 states?  
Yes  \*No   
(\*If no, identify the states where you have the ability to call on Participating Public Agencies.)
4. Will your company assign a dedicated Senior Management level Account Manager to support the resulting GovMVMT contract?  
Yes  No
5. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with GovMVMT to monitor contract implementation progress?  
Yes  No
6. Does your company have the ability to provide electronic and ecommerce ordering and billing?  
Yes  No
7. Will the GovMVMT contract be your lead public offering to Participating Public Agencies?  
Yes  No  This will be one of several contracts Wenger Corporation offers
8. Check which applies for your company sales last year in the United States:  
 Sales between \$0 - \$25 Million  
 Sales greater than \$25 Million to \$50 Million  
 Sales greater than \$50 Million to \$100 Million  
 Sales greater than \$100 Million

Submitted by:

Jackie Berg

(Printed Name)

  
(Signature)

National Sales Manager

(Title)

August 19, 2022

(Date)

Request for Proposal- #5111  
Virginia Public Schools & Gov MVMT  
K12 Classroom Furniture, Installations and Related Products & Services

**Exhibit B: Supplier Response**

A. National Commitments:

2.1 Executive Commitment:

Wenger Corporation is fully committed to the Master Agreement. Our team of 52 Sales Representatives, located throughout the U.S, with a corporate focus in Music Education, Performing Arts and Athletics. Our primary customer segment consists of K-12 Education, College/University, Worship, Event and Entertainment. Our Sales Representatives provide contract options daily to these customers. This is fully supported by our VP of Sales, Chris Madigan, [Chris.madigan@wengercorp.com](mailto:Chris.madigan@wengercorp.com), 507-774-8270

The sales management team and marketing teams work with agency staff to support promotion and contract sales. Training at our National Sales Meeting ensures that each staff member is aware of the contract and pricing. Email communications are sent when a new bid is approved, and we leverage any additional support from the GovMVMT team to help promote the Wenger brand and contract Sales. Wenger Corporation will create a link from our website under our National Contracts page to take customers directly to our contract documents and pricing on the GovMVMT website. Wenger Corporation does not maintain separate web pages dedicated to any specific contract. Wenger Corporation will provide an email address in the specified format of [GovMVMT@wengercorp.com](mailto:GovMVMT@wengercorp.com) once we are approved and link to the contract award. Our 800-733-0393 national number will address any GovMVMT inquires. We have defined process for sales orders, reporting and payment of fees. Jackie Berg, National Sales Manager, will be your direct Senior Level Sales contact for all questions and concerns: [jackie.berg@wengercorp.com](mailto:jackie.berg@wengercorp.com); 507-774-8397.

2.2 Value Commitment:

Pricing provided is equal or better than any other pricing options Wenger offers to public agencies. If competitive conditions exist or significant volumes are encountered, Supplier may respond with lower pricing through the Master Agreement. In rare occasions, Wenger may enter into a state or regional contract agreement where pricing may vary in the event the Public Agency refuses to utilize the Master Agreement.

2.3 Differentiator Commitment:

Wenger Corporation has many years of experience working with national contracts and fully understands the value in offering them as a vehicle for public agencies to purchase

off of. It not only saves time and money, but also allows customers to obtain the desired product at a competitive price.

#### 2.4 Sales and Marketing Commitment:

Upon contract award, Sales team will be fully trained as documented in **Section 6.17: Preparation Guidelines** under the lead agency. Wenger's marketing department will work in conjunction with GovMVMТ to link the contract award under our national contracts page, giving them easy access to the tools to register. Sales Representatives are prepared to respond in a timely fashion to all leads identified and welcome any additional training that GovMVMТ would like to offer.

Wenger Corporation continues to participate in industry trade shows and conferences as costs allow and agree to advertise the GovMVMТ logo. Prior use of all marketing materials will be submitted for review and approval by GovMVMТ.

Wenger Corporation will not agree to provide a dedicated phone line or toll-free national hotline for dedicated inquiries. However, our existing 800-493-6437 national toll-free will address any inquiries.

Wenger Corporation will create a dedicated email address in the desired format for inquires [GovMVMТ@wengercorporation.com](mailto:GovMVMТ@wengercorporation.com) . Customers can also reach out to their dedicated Territory Rep found on the website.

All Public Agencies will be directed back to the GovMVMТ site for online registration prior to ordering if not already completed.

#### B. Company- Supplier History:

1. 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. In 2011 Wenger Corporation and J.R. Clancy Inc. joined forces. 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.

Today we are more active in the pursuit of your satisfaction than at any other time in our history. We closely track our customer feedback through our survey process, and we fine tune our services routinely. We insist that our products not only provide lasting functionality, but also truly enhance practice and performance.

Our Syracuse location is a theatrical equipment manufacturer with more than 130 years of experience engineering and supplying stage rigging systems and services to the performance industry worldwide. Professional Rigging Solutions since 1885.

As the leading manufacturer of theatrical stage equipment in the United States, we provide everything from simple stage hardware to highly sophisticated automated systems for any rigging need.

2. SalesPersons:

- i. Total- 52
- ii. AR -1, AZ-3, CA-2, CO-1, FL-2,IL-2, IN-2, MA-2, MD-1, MN-17, MO-1, NV-1, NY-2  
OH-2, OR-1, PA-3, SC-1, TX-7, VA-1

3. Narrative of Salespeople:

Wenger sales staff is in market and corresponding with public agencies daily. Through training, all Salespeople will be aware of contract offering and will work with public agencies to educate them on the benefits of GovMVMT. This contract would also be placed under our national contracts page on our website.

4. Support Centers:

- i. Wenger Corporation  
Customer Service Dept.  
555 Park Drive, Owatonna MN 55060  
800.887.8145- [customerservice@wengercorp.com](mailto:customerservice@wengercorp.com)
- ii. Wenger Corporation  
Customer Service Department  
7041 Interstate Island Road, Syracuse NY 13219  
800.836.1885- [customerservice@wengercorp.com](mailto:customerservice@wengercorp.com)

5. Company Annual Sales for the three previous fiscal years:

2021- \$159,000,000  
2020- \$136,000,000  
2019- \$168,700,000

6. See #5.

7. Not providing at this time

8. Green Initiatives and Policies:

\*Refer to attached "Products and practices that help our environment"

9. Diversity programs or partners:

Wenger Corporation utilizes several Diversity vendors in the manufacture of our products. We are making an earnest effort to solicit prospective diversity vendors. We also utilize the National Minority Business Directory for sourcing. Our purchasing department continues to search for vendors who have products and services that we can use in the manufacture of our products. Pricing with the Master agreement is not affected.



10. Wenger Corporation does not hold any of the certifications as listed under this area.

11. See attached Wenger Affirmative Action Statement

**C. Order Processing and Distribution:**

1. Wenger Corporation has demonstrated the ability to respond to member requests within a 24-hour period, provide information needed, answer product, shipping, and quote/order questions. Estimated ship dates are given upon request and/or stated on the quote. Installation is available upon member request. Assembly instructions ship with items, and most are also available on our website. Technical sheets for all products are available on our website along with videos and other documents.
2. Telephone and email
3. Request for orders to be processed/entered would be received by sales representatives and forwarded onto the order entry department. Once a sales order number is created the order is then released for credit approval and then the manufacturing process begins. After orders are placed and shipped/closed a pack slip is created. Invoices are mailed out, emailed. Customers will receive 3 order email acknowledgements throughout the process: When order is received, when order is scheduled, and when order is shipped.
4. Normal payment terms-30 days ARO, no quick-pay incentives.
5. Visa, Mastercard, American Express.
6. Wenger Corporation has shipped products to all 50 states through a variety of common carrier transportation companies. Tailgate, customer unloads and installs: Inside Delivery, product is delivered into the school doors only, customer installs. If installation is chosen, Wenger installers will meet the truck to unload and install the products.
7. Depending on the size of the order, Wenger Corporation's main carriers are Landstar, Hanson Trucking, Schneider Trucking, ABF, FedEx and UPS. Carrier is assigned at the time of shipment.
8. Wenger Corporation is a direct sell manufacturer. All public agencies ordering from Wenger will be registered with GovMVMt and be reported as requested once orders have been paid in full.

9. Size and location of facilities  
250,000 sq. ft. of manufacturing space  
130,000 sq. ft. of warehousing space

10. Wenger Corporation will only provide history of public agencies utilizing the GovMVMT master agreement.

11. Ecommerce Capabilities:

- a. Wenger Corporation does not currently create punch out sites and are not allowing on-line ordering for this current GovMVMT master agreement. Wenger Corporation will accept purchase order electronically.
- b. Wenger Corporation does not currently integrate with any public agencies ERP/purchasing system at this time. This is all done through reporting.

D. Sales and Marketing:

1. When awarded, a detailed email would be sent to the sales organization notifying them to our new contract, contract number, pricing details and effective dates. We will also provide a standard quote comment that refers to the quote number on all corresponding quotes to customer utilizing this contract. An internal code is created for all orders for tracking and reporting purposes. Wenger Corporation will provide our company logo to Gov MVMT and agree to provide permission for reproduction of such logo in marketing. The website would also be updated for customer awareness.
2. Upon contract award, Sales team will be fully trained as documented in **Section 6.17: Preparation Guidelines** under the lead agency. Wenger's marketing department will work in conjunction with GovMVMT to link the contract award under our national contracts page, giving them easy access to the tools to register. Sales Representatives are prepared to respond in a timely fashion to all leads identified and welcome any additional training that GovMVMT would like to offer.

Wenger Corporation continues to participate in industry trade shows and conferences as costs allow and agree to advertise the GovMVMT logo. Prior use of all marketing materials will be submitted for review and approval by GovMVMT.

Wenger Corporation will not agree to provide a dedicated phone line or toll-free national hotline for dedicated inquiries. However, our existing 800-493-6437 national toll-free will address any inquires.

Wenger Corporation will create a dedicated email address in the desired format for inquires [GovMVMT@wengercorporation.com](mailto:GovMVMT@wengercorporation.com) . Customers can also reach out to their dedicated Territory Rep found on the website.

All Public Agencies will directed back to the GovMVMT site for online registration prior to ordering if not already completed.

3. Wenger Corporation will list GovMVMT Master Agreement list along with our other national contract awards on our webpage. Wenger Corporation will not lead with GovMVMT, due to other national, regional and district wide contracts already in place, but agree to utilize as another vehicle for customer purchase.
4. Wenger Corporation will provide our company logo to GovMVMT and agree to provide permission for reproduction of such log in marketing efforts.
5. Sales Representatives will respond to customer requests within 24 hours. At that time if a quote is requested, it will contain the GovMVMT contract number to reference the Master Agreement and reflect the published pricing. There will be no cost for customers to participate in the GovMVMT Master Agreement
6. When awarded, a detailed email would be sent to the sales organization notifying them to our new contract, contract number, pricing details and effective dates. We will also provide a standard quote comment that refers to the quote number on all corresponding quotes to customer utilizing this contract. An internal code is created for all orders for tracking and reporting purposes. Wenger Corporation will provide our company logo to Gov MVMT and agree to provide permission for reproduction of such logo in marketing. The website would also be updated for customer awareness.
7. Support for Contract:
  - a. Executive Support: Chris Madigan, VP Sales, [chris.madigan@wengercorp.com](mailto:chris.madigan@wengercorp.com), 507-774-8270
  - b. Sales: Jackie Berg, National Sales Mgr, [jackie.berg@wengercorp.com](mailto:jackie.berg@wengercorp.com), 507-774-8393
  - c. Sales Support: See Sales Maps for related territory reps
  - d. Marketing: Whitney Winkels, Sr. Marketing Mgr., [whitney.winkels@wengercorp.com](mailto:whitney.winkels@wengercorp.com), 507-774-8325
  - e. Reporting: Carol Hacmac, Sr. Business Analyst, [carol.hacmac@wengercorp.com](mailto:carol.hacmac@wengercorp.com), 507-774-8111
  - f. Accounts Payable: [#team@accountspayable.com](mailto:#team@accountspayable.com)
  - g. Contracts: Jackie Berg, National Sales Mgr., [Jackie.berg@wengercorp.com](mailto:Jackie.berg@wengercorp.com), 507-774-8397
8. Our sales team consists of 52 area representatives located throughout the U.S. These Representatives service the domestic markets in Music Education, Performing Arts and Athletics in K- College and professional venues. This department is led by our VP of Sales, Chris Madigan.
9. Our sales teams provide customers contract options daily. The sales management team and marketing team work together with agency staff to support the promotion of contract sales. Beyond the initial training at award time, we will also be training at our annual National Sales Meeting held in January. This ensures staff member awareness of contracts and pricing available to our customers. Strategically, many of our customers must utilize contracts to purchase. This contract allows them another vehicle to purchase the product of their choice

through an already vetted out process. From time of quote to sales reporting and payment of fees, Wenger has a defined process that includes comments on all quotes to provide the customer with the contract number. AD Codes on orders all for tracking, reporting, and timely payment on all contracted sales. We look forward to leveraging the GovMVMT team to help promote the Wenger brand.

10. Marketing will work directly with GovMVMT to get all links set up as needed for customers to reference the new contract and pricing. AD codes are created for tracking as well as listing the contract with a link on our national contracts page on our website.

11. GovMVMT vs. other Solicitations:

- a. Respond to Master Agreement pricing (if ordering without issuing a solicitation, contract sales are reported to GovMVMT)
- b. If we supplied lower than the Master Agreement pricing to a quote and it turned into an order, Wenger would report those contract sales to GovMVMT
- c. If Wenger provided pricing not in line with or lower than the Master Agreement, contract sales would not be reported to GovMVMT
- d. If multiple proposals are permitted, it would be highly unlikely that Wenger would respond with pricing higher than the Master Agreement. Anything marked with the contract number associated with GovMVMT will be reported as contract sales.

12. Sales Goals with GovMVMT:

- a. Year 1: \$1.0Million
- b. Year 2: \$1.2Million
- c. Year 3: \$1.5Million

E. Additional Information:

- Wenger Corporation is one company that offers three brands – Wenger, J.R. Clancy and GearBoss. Additional products and services include lighting, integration, rigging, full stage shells and athletic lockers and storage. Wenger Corporation is active in the pursuit of customer satisfaction. We closely track our customer feedback through our survey process, and we fine tune our services routinely. We insist that our products not only provide lasting functionality, but also truly enhance practice and performance.
- Payments: Payments made on contract sales are based on Product only and will be paid once the public agency has paid Wenger in full.

# Products and practices that help our environment

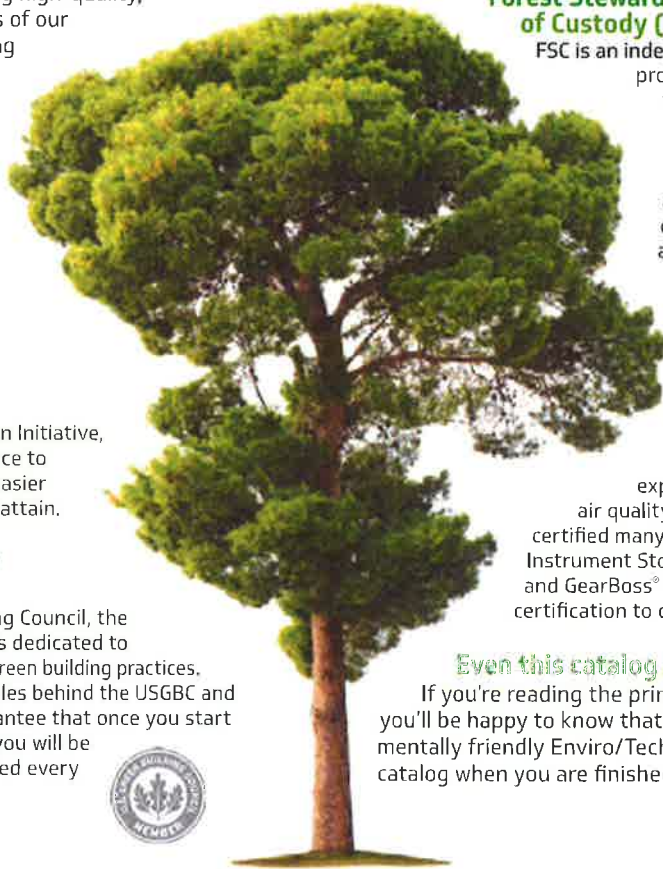
For as long as we've been developing high-quality, durable products to meet the needs of our customers, we've also been exploring ways to be better stewards of the environment we share. Whether it's the nearly 1,000 tons of materials we recycled last year or the energy-efficient lighting in our plant, our goals have always been green. Check out the green box below to see some of the ways we're helping reduce, reuse and recycle

## Simplifying the LEED Certification process

As a member of the LEED Construction Initiative, Wenger has the insights and experience to make the LEED certification process easier for our customers to understand and attain.

## Implementing the philosophy of the USGBC

As a member of the U.S. Green Building Council, the group that developed LEED, Wenger is dedicated to fulfilling USGBC's mission to promote green building practices. We understand and embrace the principles behind the USGBC and its LEED Initiative, which is your guarantee that once you start down the road to LEED certification, you will be officially and enthusiastically supported every step of the way. [www.usgbc.org](http://www.usgbc.org)



## Forest Stewardship Council® (FSC®) Chain of Custody (COC) Certificate

FSC is an independent, non-governmental, not-for-profit organization established to promote the responsible management of the world's forests. FSC provides internationally recognized standard-setting, trademark assurance and accreditation services to companies, organizations, and communities interested in responsible forestry. [www.fsc.org](http://www.fsc.org)



## Meeting UL GREENGUARD certification

The mission of UL GREENGUARD is to protect human health and quality of life through programs that help reduce chemical exposure and improve indoor air quality. To date, GREENGUARD has certified many Wenger products including Instrument Storage Cabinets, Posture Chairs and GearBoss® Storage Carts, with more certification to come. [www.greenguard.org](http://www.greenguard.org)



## Even this catalog is environmentally friendly

If you're reading the print version of this catalog, you'll be happy to know that it is printed with environmentally friendly Enviro/Tech ink. Please recycle this catalog when you are finished with it.



USGBC and related logo is a trademark owned by the U.S. Green Building Council and is used by permission.

## At Wenger, we're making environmental strides in all phases of our business.

### Products:

- GREENGUARD certification for Chairs and Stands, Instrument, Garment, and Specialty Storage Cabinets, including UltraStor™ and GearBoss Storage Carts
- Optional environmentally sensitive core material in Instrument Storage Cabinets
- High-efficiency electronic ballasts in Sound-Isolating Practice Rooms
- Wax coating on Student Chair Tablet Arm Desks eliminates emissions vs three-step solvent process
- Powder paint finishing reduces waste by 65% vs plating/solvent processes

### Manufacturing:

- Precise raw material ordering eliminates waste

- Computer-optimized cutting processes improve yield
- ISO quality-improvement tools reduce scrap
- Multiple use of manufacturing cooling/rinse water before discharge
- Residual material in aerosol cans is contained and disposed of properly
- Super-insulated drying and curing ovens minimize heat loss and reduce consumption
- Green cleaning agents and a non-metallic conversion coating vs caustic finish pre-treatments
- Instant foam packaging — free of CFCs and HCFCs — used where possible
- Stretch-wrapping eliminates corrugated waste
- Pallets are reused or remanufactured

- Clean-burning diesel emission-control in Wenger delivery trucks
- Post-installation packaging is returned and reused or recycled

### Operations:

- Use recycled paper, recycle all paper
- Regular facility-wide recycling collection
- Recycling drop-off for employees
- Routine collection of steel and aluminum dropoff
- Routine collection of oils used in manufacturing
- Electronic information delivery
- Advanced low-consumption plant lighting
- Smart HVAC central control system



## **WENGER CORPORATION AFFIRMATIVE ACTION POLICY**

January 1, 2022 - December 31, 2023

### **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of Wenger Corporation to grant equal employment opportunities to all qualified persons without regard to race, age, color, creed, gender, religion, national origin, marital status, disability status, genetic information, sexual orientation and gender identity, protected veteran status, pregnancy, status in regard to public assistance, or any other characteristic protected by law. To deny a person the opportunity to contribute to our efforts is considered an injustice, not only to the individual, but to the company and the nation as well. It is the intent of Wenger Corporation that equal opportunity be provided in terms of recruitment, promotion/demotion, transfer, lay-off, termination, and all other terms and conditions of employment.

### **DISSEMINATION OF AFFIRMATIVE ACTION POLICY AND PLAN**

#### **External Dissemination**

As needed, the Company notifies all subcontractors, vendors, and suppliers of our Equal Employment Opportunity and Affirmative Action policy and project goals, requiring supportive action on their part.

The Company notifies all recruiting sources, employment agencies, and labor unions of the company's policy concerning the equal employment of qualified individuals and we encourage them to assist us in achieving our affirmative action objectives by actively recruiting and referring women, minorities, and people with disabilities.

All employment advertising contains the phrase "An Equal Opportunity Employer. Qualified members of protected groups are encouraged to apply."

All qualified applicants will receive consideration for employment without regard to race, age, color, creed, gender, religion, national origin, marital status, disability status, genetic information, sexual orientation and gender identity, protected veteran status, pregnancy, status in regard to public assistance, or any other characteristic protected by law.

The Equal Opportunity Clause is incorporated in all purchase orders, leases and contracts covered by Executive Order 11246, as amended, and its implementing regulations.

### **Internal Dissemination**

Wenger Corporation's Equal Employment Opportunity Policy is available to all employees and management as part of the Policy Manual. The policy is reviewed annually for continued compliance.

Policy statements are disseminated to all employees annually by posting on company bulletin boards. Legally required posters are posted in an area available to all employees at all times.

New employees are informed of the Company's Equal Employment Opportunity policy statement during orientation or at the time of hire.

## **PERSONNEL PROCESSES**

### **Recruitment of Employees**

All solicitation or advertisements for employees will state that applicants will receive consideration for employment regardless of their race, age, color, creed, gender, religion, national origin, marital status, disability status, genetic information, sexual orientation and gender identity, protected veteran status, pregnancy, status in regard to public assistance, or any other characteristic protected by law. When needed, to help address underutilization, employment advertising will also be placed in news media oriented towards women or minorities.

Employment advertisements will not indicate a preference, limitation, or specification based on any protected class, unless that class is a bona fide occupational qualification for a particular job. We will require that any recruiters or employment agencies that we may work with share our commitment to Equal Employment Opportunity.

We currently post external job advertisements with sources that target diversity and will continue to do so.

### **Training**

Wenger feels that our most valuable assets are our employees and that investing in training will provide long-term benefits for both the employees and the Company.

Minority, female, and disabled employees will be afforded a full opportunity and will be encouraged to participate in all organization-sponsored educational and training

programs. We believe that all employees should be given the opportunity to develop their personal skills and aptitudes to the maximum of their ability.

### **Promotion and Transfer Process**

Our promotion process has been developed and documented and only legitimate qualifications are considered in our promotion decisions. We conduct adverse impact analyses to ensure that women, minorities, and employees with disabilities are promoted at rates substantially similar to those of men, non-minorities, and employees without disabilities.

### **Termination Process**

We use progressive discipline before terminating employees, where appropriate. All employees are made aware of our discipline process. Wenger will continue to ensure that employees are not terminated based on any protected class.





**EXHIBIT D**  
**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) who register to participate in the GovMVMT Purchasing Cooperative on the GovMVMT website (<https://www.govmvt.org/>).

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services to the applicable Lead Public Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Lead Public Agencies through GovMVMT Purchasing Cooperative and provide that Participating Public Agencies may purchase Products and Services at the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable Federal laws, local purchasing ordinances and laws of the State of purchase;

**WHEREAS**, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

**WHEREAS**, the parties hereto desire to conserve resources and reduce procurement cost; and

**WHEREAS**, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. Each party will facilitate the cooperative procurement of Products and Services.
2. The procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations, that govern each party’s procurement practices.
3. The cooperative use of Master Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the Master Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. The Lead Public Agencies will make available, upon reasonable request, information regarding the Master Agreement which may assist in improving the procurement of Products and Service by the Participating Public Agencies.
5. The Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment,

**EXHIBIT D**  
**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Participating Public Agency and Contract Supplier.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar Products or Services. Master Agreements may be structured with not-to-exceed pricing, in which case the Contract Supplier may offer the Participating Public Agency and the Participating Public Agency may accept lower pricing or additional concessions for purchase of Product and Services through the Master Agreement.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. The Lead Public Agency or any other party shall not be liable in any manner for any violation by the Participating Public Agency, and, to the extent permitted by applicable law, the Participating Public Agency shall hold the Lead Public Agency and any other party harmless from any liability that may arise from the acts or omissions of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of the Agreement shall survive any such termination.
10. This Agreement shall be effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration on the GovMVMT website, as applicable.

**EXHIBIT E**  
**LEAD PUBLIC AGENCY CERTIFICATE**

In its capacity as a Lead Public Agency for GovMVMT Purchasing Cooperative, Jackie Berg has read and agrees to the general terms and conditions set forth in the Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") regulating the use of the Master Agreements and purchase of Products and Services that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through GovMVMT. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and GovMVMT to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products and Services under the provisions of MICPA is at the sole and complete discretion of the Participating Public Agency.

  
\_\_\_\_\_  
*Authorized Signature, Lead Public Agency*

Jackie Berg  
\_\_\_\_\_  
*(Printed Name)*

National Sales Manager  
\_\_\_\_\_  
*(Title)*

August 19, 2022  
\_\_\_\_\_  
*(Date)*

## EXHIBIT F FEDERAL FUNDS CONTRACT PROVISIONS

Participating Public Agencies may choose to utilize federal funds to purchase under the Master Agreement. This Exhibit includes language that meets the requirements of Appendix II to the Federal Uniform Guidance. **Complete this Exhibit F and submit as part of your response.**

### DEFINITIONS

**Contract:** A legal instrument by which a FEMA award recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award. A contract, for the purposes of this Exhibit, does not mean a federal award or subaward. The term "Contract" is interchangeable with the term "Master Agreement."

**Contractor:** Contractor means an entity that receives a contract. The term "Contractor" is interchangeable with the term "Supplier."

**Cooperative agreement:** A legal instrument of financial assistance between a federal awarding agency or pass-through entity and a non-Federal entity, that is consistent with 31 U.S.C. 6302-6305.

**Federal awarding agency:** The federal agency that provides a federal award directly to a non-Federal entity (NFE).

**Federal Emergency Management Agency (FEMA):** FEMA's statutory mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. Among other things;

- FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; ten Regional Offices, Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).
- FEMA administers numerous assistance programs annually for on a regular basis to increase the Nation's preparedness, readiness and resilience to all hazards. These assistance programs are typically available to NFEs including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.
- Each program is governed by the applicable federal law, regulations, executive orders and FEMA program-specific policies. As the Federal awarding agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with NFEs that receive FEMA financial assistance, consistent with the requirements at 2 CFR Part 200.

**Federal award:** The financial assistance that an NFE receives either directly from a federal awarding agency or indirectly from a pass-through entity. In this Exhibit, the term is used interchangeable with "FEMA Award", "grant", and "financial assistance."

**Non-Federal Entity (NFE):** A state, local government, Indian Tribe, Institution of Higher Education, or eligible private nonprofit organization that carries out a federal award as a recipient or subrecipient.

## EXHIBIT F FEDERAL FUNDS CONTRACT PROVISIONS

**Recipient:** An NFE that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. A recipient is responsible for administering the federal award in accordance with applicable federal laws. Examples of recipients include state, local governments, Indian tribe, or territorial governments.

**Pass-through entity:** A recipient that provides a subaward to a subrecipient to carry out part of a federal program is known as the pass-through entity. Pass-through entities are responsible for processing subawards to subrecipients and ensuring subrecipient compliance with the terms and conditions of the FEMA award agreement.

**Simplified Acquisition Threshold (SAT):** Simplified acquisition threshold means the dollar amount below which an NFE may purchase property or services using small purchase methods. NFEs adopt small purchase procedures to expedite the purchase of items costing less than the simplified acquisition threshold. The federal SAT is set by the FAR at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of June 2018, the federal SAT is \$250,000 but is periodically adjusted for inflation.

**Subaward:** An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out a part of federal award received by the pass-through entity. It does not include payments to a Contractor or payments to an individual that is a beneficiary of a federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a Contract.

**Subrecipient:** An NFE that receives a subaward from a pass-through entity to carry out part of a federal program but does not include an individual that is a beneficiary of such program.

**Uniform Guidance:** The series of regulations found at 2 CFR Part 200 that establishes Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards to NFEs. The Uniform Rules are referred to by several names throughout this Exhibit. Some of the names include standards, requirements, rules, and regulations.

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

The following certifications and provisions may be required and apply with a Participating Public Agency spends federal funds for any purchase resulting from this procurement process. Pursuant to 2 CFR § 200.237, all contracts, including small purchases, awarded by the Participating Public Agency and the Participating Public Agency's Contractors and Subcontractors shall contain the procurement provisions of Appendix II to CFR Part 200, as applicable.

**APPENDIX II TO 2 CFR 200**

1. **Remedies.** Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which a Non-Federal Entity ("NFE") may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.

*Pursuant to this Federal Rule, 1, Remedies, above, when a Participating Public Agency spends federal funds, the Participating Public Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager

2. **Termination for Cause and Convenience.** Contracts for cause and for convenience by the grantee or subgrantee, including the manner by which it will be carried out and the basis for settlement. This applies to contracts that are more than \$10,000.

*Pursuant to this Federal Rule, 2, Termination for Cause and Convenience above, when a Participating Public Agency spends federal funds, the Participating Public Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Supplier or for convenience as detailed in the terms of the contract.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager

3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" must include the equal opportunity clause found in 2 CFR Part 200.

*Pursuant to this Federal Rule, 3, Equal Employment Opportunity above, when a Participating Public Agency spends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

4. **Davis-Bacon Act.** When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week. The NFE must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The NFE must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act. According to 29 CFR § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. The NFE must and hereby includes the provisions at 29 CFR § 5.5(a)(1)-(10) in full into all applicable contracts and all applicable contractors must include their provisions in full in any subcontracts.

*Pursuant to Federal Rule, 4, Davis-Bacon Act above, when a Participating Public Agency spends federal funds during the term of the award for all contracts and subcontracts for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager

5. **Copeland "Anti-Kickback" Act.** The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed. This Act prohibits each contractor and subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback" Act to FEMA. The contractor shall comply with 18 U.S.C § 874, 40 U.S.C § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

*Pursuant to Federal Rule, 5, Copeland "Anti-Kickback" Act, when a Participating Public Agency spends federal funds during the term of the award for all contracts and subcontracts for construction and repair, Supplier will be in compliance with all applicable Copeland "Anti-Kickback" Act provisions.*


  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager



**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

6. **Contract Work Hours and Safety Standards Act.** Where applicable, all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 CFR § 5.2. These requirements do not apply to the purchase of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

*Pursuant to Federal Rule, 6, Contract Work Hours and Safety Standards Act above, when a Participating Public Agency spends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Public Agency resulting from this procurement process.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager

7. **Rights to Inventions Made Under a Contract or Agreement.** This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, then the NFE must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA. The regulation at 37 CFR § 401.2(a) defines funding agreement as "any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, development, or research work under a funding agreement as defined in this paragraph.

*Pursuant to Federal Rule, 7, Rights to Inventions Made Under a Contract or Agreement above, when federal funds are spent by a Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier agrees to comply with all applicable requirements as referenced in this Federal Rule.*


  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager

8. **Clean Air Act and Federal Water Pollution Control Act.** For contracts over \$150,000, contractors must agree to comply with all applicable standards, orders or regulations issued

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

pursuant to the Clean Air Act, as amended, 42 U.S. C. § 7401 and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA. Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

*Pursuant to Federal Rule, 8, Clean Air Act and Federal Water Pollution Control Act above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier agrees to comply with all applicable requirements as referenced in this Federal Rule.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager

- 9. Debarment and Suspension.** For all contracts and subcontracts (see 2 CFR § 180.220), an award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

*Pursuant to Federal Rule, 9, Debarment and Suspension above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of the award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that none of its principals or its affiliates are debarred, suspended, or otherwise excluded, or ineligible from participation by any federal department or agency. If at any time during the term of the award the Supplier or its principals or affiliates become debarred, suspended, or otherwise excluded, or ineligible by any federal department or agency, the Supplier will notify the Participating Public Agency.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager

- 10. Byrd Anti-Lobbying Amendment.** Contractors that apply or bid for an award of more than \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

*Pursuant to Federal Rule, 10, Byrd Anti-Lobbying above, when federal funds are expended by Participating Public Agency, the Supplier certifies that during the term and after the awarded term of an award for all contracts by Participating Public Agency resulting from this*

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

*procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment. The undersigned further certifies:*

*No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.*

*If any funds other than federal appropriated funds have been paid 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

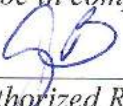
*The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) exceeding \$100,000 and that all subrecipients shall certify and disclose accordingly.*

 agrees

*(Initial of Supplier's Authorized Representative)*  
Jackie Berg, National Sales Manager

11. **Procurement of Recovered Materials.** Contractors must comply with Section 6002 of the Solid Waste Disposal Act when the purchase price is greater than \$10,000. In the performance of this contract, Contractor shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideling-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

*Pursuant to Federal Rule, 11, Procurement of Recovered Materials above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies it will be in compliance with Section 6002 of the Solid Waste Disposal Act.*

 agrees

*(Initial of Supplier's Authorized Representative)* Jackie Berg, National Sales Manager

12. **Prohibition of Contracting for Covered Telecommunications Equipment or Services.** Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 CFR § 200.216, as implemented by FEMA Policy 401-143-1,

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:


- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contract with entities that use covered telecommunications equipment or services as a substantial or essential component or any system, or as critical technology as part of any system.

*Pursuant to Federal Rule, 12, Prohibition of Contracting for Covered Telecommunications Equipment or Services above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that it will comply with this Prohibition.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager

- 13. Domestic Preferences for Procurements.** As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For the purposes of this clause, produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

*Pursuant to Federal Rule, 13, Domestic Preferences for Procurements above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that it will comply with this Domestic Preference for Procurements.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative) Jackie Berg, National Sales Manager

**14. Access to Records.**

*When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies that it agrees to provide Participating Public*

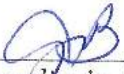
**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

*Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpt, and transcriptions.*

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

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

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

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager


**15. Changes to Contract.**

*When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies that it understands that changes by either the Participating Public Agency or Supplier can be made to alter the method, price, or schedule of the work without breaching the contract provided such changes are mutually agreed to. The applicability of such changes may depend on the nature of the contract and the procured item(s) or service(s) and Participating Public Agency should consult with servicing legal counsel to determine how contract changes are permissible under applicable state, local, or tribal laws or regulations.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager

**16. DHS Seal, Logo, and Flags.**


*When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies it will not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier certifies that subcontractors will also comply with this provision.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative) Jackie Berg, National Sales Manager

**17. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding.**


**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

*When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager

**18. No Obligation by Federal Government.**

*When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies the federal government is not a party to this contract and is not subject to any obligations or liabilities to the Participating Public Agency, Supplier, or any other party pertaining to any matter resulting from the contract.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager

**19. Program Fraud and False or Fraudulent Statements or Related Acts.**

*When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier acknowledges that 31U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this contract.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager

**20. Affirmative Socioeconomic Steps.**

*When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies that if subcontracts are to be let, Supplier is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.*


  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager

**21. Copyright and Data Rights.**

*When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies for "License and Delivery of Works Subject to*

**EXHIBIT F  
FEDERAL FUNDS CONTRACT PROVISIONS**

*Copyright and Data Rights," that Supplier grants to the Participating Public Agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the Participating Public Agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon nor before the completion of this contract, the Supplier will deliver to the Participating Public Agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Participating Public Agency.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)  
Jackie Berg, National Sales Manager

**Supplier agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Supplier certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Company Name: Wenger Corporation

Address, City, State, Zip Code: 555 Park Drive, Owatonna, MN 55060

Phone: 507/774.8397 Direct 800/326.8373, Ext. 8397

Fax: 507/455.4258

Printed Name of Authorized Signer: Jackie Berg, National Sales Manager

Email address of Authorized Signer: jackie.berg@wengercorp.com

Signature of Authorized Signer: 

Date: August 19, 2022