PARTICIPATING ADDENDUM WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION EDUCATIONAL FURNITURE 14-19 Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT AmTab Manufacturing Corporation Master Agreement No: MA663 (hereinafter "Contractor")

And

The State of Wisconsin
State of Wisconsin Contract #505ENT-M16-WSCAEDUFURN-02
(hereinafter "Participating State/Entity")

- 1. <u>Scope</u>: This addendum covers the Educational Furniture 14-19 contracts led by the State of Utah for use by state agencies and other entities located in the State of Wisconsin, authorized by Wisconsin statutes to utilize state contracts.
- 2. <u>Participation:</u> Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
- 3, Participating State Modifications or Additions to Master Agreement:
 - 3.1 The State of Wisconsin's Participating Addendum will be governed by the Master Price Agreement and State of Wisconsin's Standard Terms and Conditions (DOA-3054). (Attachment 1)
 - 3.2 The Contractor must sign and include the Cooperative Purchasing Agreement (DOA-3333), (Attachment 2)
 - 3.3 The contract term will be coterminous with the Lead State contract term. Current term expires June 13, 2019.
 - 3.4 The Contractor, if requested, shall block items, which are part of another mandatory State Contract and block items which are comparable to any work center items, in their catalog and on-line ordering system.
 - 3.4.1. Refer to attachment 3 for items which must be blocked.
 - 3.5 The State of Wisconsin will utilize the reporting developed by and available from the Lead State for its standard reporting needs. However, the Contractor agrees to provide additional reports, if requested, to the State in a format and frequency as mutually agreed by both parties.
 - 3.6 Contractor agrees to enable a SciQuest catalog for the State of Wisconsin within 6 months of the request made by the State. WISBuy, the State of Wisconsin's e-marketplace is utilized by the University of Wisconsin System, Wisconsin Municipalities and State employees with PCards.

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- 3.7 Badger State Industries (BSI) is the Wisconsin Department of Corrections, Bureau of Correctional Enterprises (BCE) prison industries program. In accordance with Wisconsin Statute 16.75 (3t), BSI will be offered the opportunity to supply furniture they produce before agencies may purchase elsewhere, provided that BSI can meet specifications for the products at prices equal to or lower than prices obtained through competitive bidding. The prime Contractor and Subcontractors must have an awareness of this state statute.
- 3.8 Execution of this contract may or may not require access into secure facilities or secure areas of operation by Department of Transportation (DOT) and Department of Corrections (DOC) as well as secure treatment facilities operated by the Department of Health Services (DHS). In addition to the secure facilities (DOC, DOT, DHS) the Contractor shall be required to adhere to any and all security policy/process which may be in place at any State office location. Contractor shall contact a facility, well in advance of start of any project, to obtain security instructions specific to that agency.
 - 3.8.1. Compliance with all security and identification procedures, at each location, will be at no additional cost to the State.
 - 3.8.2. Contractor or subcontractor must inform the facility security director if any of their employees have been convicted of a felony, drug conviction or is currently on probation or awaiting a hearing; has a friend or family member within the project specific facility; or has ever been confined in a Correctional facility. The Contractor will be notified if any of their workers will not be allowed to work at or within the secured facility.
- 4. <u>Primary Contacts</u>: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

COLLIGOROL	
Name	Doss Samikkannu
Address	652 N. Highland Ave.
	Aurora, IL 60506
Telephone	630-301-7600
Fax	630-896-7945
E-mail	doss.samikkannu@amtab.com

Participating Entity

part of the state	
Name	Cathy Neidner, Procurement Specialist - Senior
	Department of Administration, State Bureau of Procurement
Address	101 E. Wilson, 6 th Floor
Telephone	608-266-3620
Fax	608-267-0600
E-mail	catherine.neidner@wisconsin.gov

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
EDUCATIONAL FURNITURE 14-19
Administered by the State of Utah

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- 5. <u>Subcontractors:</u> All AmTab Manufacturing Corporation dealers and resellers authorized in the State of Wisconsin, as shown on the dedicated AmTab Manufacturing Corporation (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
 - 5.1 The prime contractor shall be responsible for contract performance when subcontractors are used. When subcontractors are used, they must abide by all terms and conditions of the contract. The State reserves the right to approve the participation of subcontractors in fulfillment of the contract.
- 6. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.
 - 6.1 All purchase orders should contain: (1) Mandatory Language "PO is subject to WSCA Contract #MA663", (2) your name, address, contact and phone number, (3) Purchase Order amount.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
State of Wisconsin	AmTab Manufacturing Corporation
By: Hich I pusher	By:
Name:	Name:
Rick S. Hughes	Name: Gereg Swan
Title:	Title: /
Director of Procurement	Title: Accounting Manager
Date: 11.17.2015	Date: 09/25/2015

Wisconsin Department of Administration Chs. 16, 19, 51 DOA-3054 (R10/2005) Page 1 of 3

ATTACHMENT 1

Standard Terms And Conditions (Request For Bids / Proposals)

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

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- 2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letter-head, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT: The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
 - 6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - 6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
 - 6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

- 7.0 UNFAIR SALES ACT: Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- ACCEPTANCE-REJECTION: The State of Wisconsin reserves the right to accept or reject any or all blds/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

- METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The Stafe of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

- 13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs:
- 14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements

are stated elsewhere in the request, in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.65, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
 - 19.1 Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within tifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions

- on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shell be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:
 - 23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
 - 23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - 23.3 The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

- 25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

- 27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
 - 27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
 - 27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5). Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.6 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Miffiin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible.

Bidders are encouraged to bid products with recycled content which meet specifications.

- 30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 251-7577.
- bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floots, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

State of Wisconsin Department of Administration DOA-3333 (R03/2004)



Division of State Agency Services State Bureau of Procurement

Vendor Agreement Wisconsin's Cooperative Purchasing Service

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats.

Interested municipalities:

- · will contact the contractor directly to place orders referencing the state agency contract number; and
- are responsible for receipt, acceptance, inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

The State of Wisconsin will determine the contractor's participation by checking a box below.

- MANDATORY: Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.
- OPTIONAL: Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision on participating in this service has no effect on awarding this contract.

A vendor in the service may specify minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal changes for municipalities.

Vendor: please check one of the following boxes in response.

- LAgree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.
- 1 Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

Special Conditions (if applicable): NA	
Signature	Date (mm/dd/ccyy) 09/25/2015
Name (Type or Print) GZAS Swon	Title
Company	Accounting Manager
Amtab Manufacturing Corporation Address (Street) City	(630) 301-7600 State ZIP+4
652 N. Highland Ave. Aurora	Request for Bid/Proposal Number
Table Manufacturer	

This form can be made available in accessible formats upon request to qualified individuals with disabilities,

Section 3.4 of the Participating Addendum reads:

"The Contractor, if requested, shall block items, which are part of another mandatory State Contract, and block items which are comparable to any work center items, in their catalog and on-line ordering system."

The following items must be blocked by AmTab Manufacturing Corporation from State of Wisconsin Contract 505ENT-M16-WSCAEDUFURN-02:

• There are NO products in AmTab Manufacturing Corporation's product offering at this time which need to be blocked.

Amtab 505Ent-M16-WSCA_EDFURN-02 Firm Name: WI CONTRACT # Effective Date: Price List #/Date: Contact:

MA663-1, June 2014 Greg Swon

630-301-7600 greg_swon@amtab_com www.amtab_com

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