

Region 4 Education Service Center (ESC)

Contract # R191808

for

Furniture, Installation and Related Services

with

Krueger International, Inc.

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and the Krueger International, Inc. effective May 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of April 28, 2020 by and between _____ Krueger International, Inc. _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Furniture, Installation, and Related Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP #19-18 for Furniture, Installation, and Related Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
 - i) Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such

purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this

term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws

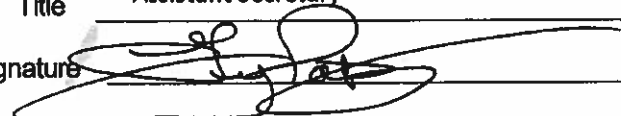
while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

- 34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Krueger International, Inc.
Address PO Box 8100, 1330 Bellevue Street
City/State/Zip Green Bay, WI 54308-8100
Telephone No. 920.468.8100
Email Address andrew.van.straten@ki.com
Printed Name Guy Patzke
Title Assistant Secretary

Authorized signature 

Accepted by Region 4 ESC:

Contract No. R191808

Initial Contract Term May 1, 2020 to April 30, 2023


Region 4 ESC Authorized Board Member

4/28/2020
Date

Margaret S. Bass
Print Name


Region 4 ESC Authorized Board Member

4/28/2020
Date

Carmen T. Moreno
Print Name



Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Draft Contract Appendix Region 4 ESC Exceptions

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
14. page 4	Delivery	This is to be rewritten to conform to KI's Standard published lead-times	acceptable
15. page 4	Inspection	Region 4 ESC agrees to notify contractor of their intent to return product and provide contractor with an opportunity to inspect the product prior to return.	acceptable
16. page 4	Payments	KI's terms of payment are 30 days from date of shipment	acceptable
17. Page 4	Price Adjustments	Rewrite as follows: Pricing will always be based on fixed discount for the current published commercial pricelists. Should it become necessary	acceptable
	Based on Language in Bid requirement section IV.2.a.i		

or proper during the term of their contract to make a change in design or any alterations that will impact the fixed discount, Region 4 ESC must be notified immediately. All fixed discount modification requests must be supported by manufacturer documentation or formal cost justification letter. Contractor must honor previous prices for thirty (30) day formally received. It is the Contractor's responsibility to keep all pricing up to date and file with Region 4 ESC. All fixed discounts price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the contractor's proposal.

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Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Draft Contract Appendix Region 4 ESC Exceptions

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
18. Pages 4-5	Audit Rights		
	Audits	Audit costs should come at Region 4 ESC	acceptable
	Edit the Third from last sentence to the following	In the event Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have ability to conduct an extensive audit of Contractor's pricing at no charge to the contractor.	
		Should the audit find an egregious act, both parties can discuss the course of action through contract terms.	

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Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Exhibit A National Cooperative Contract

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
1.2 page 17	Admin Fee of three (3%)	Modify the agreement to two percent (2%)	to be negotiated by
1.5 page 19	Establish the Master Agreement as Company's	Establish the Master Agreement as the Company's primary go to market strategies	OMNIA Partners and KI
	Primay go to market Strategy to Public Agencies		
	to Public agencies Nationwide		
2.1 pages 19-20	(2) Master Agreement	The Master Agreement is on of the companies	
	is Company's primary "go to market" strategy	"go to Market Strategies for Public Agencies	
	(3) transition existing customers	The Master Agreement will be promoted	
	customers upon their request	to all public Agencies including any existing customers upon their request	

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Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Exhibit A National Cooperative Contract

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
2.1 page 19-20	(4) Corporate Contract	Mark Waldecker will be the KI Sponsor Contract	to be negotiated by OMNIA Partners and KI
2.2 Page 20	Pricing Commitment	Company commits the not-to exceed pricing provided under the Master Agreement available (net to buyer) to Public Agencies nation wide based on the Master Agreements specific requirement which includes the negotiated terms and conditions and further commits that if a participating public agency is eligible for lower pricing through a national, regional, or local or cooperative contract and this alternative contract would have the exact requirements and agreed upon terms and conditions the Company will match such pricing to that participating Public Agency under the Master Agreement.	

regional, or local or cooperative contract and this alternative contract would have the exact requirements and agreed upon terms and conditions the Company will match such pricing to that participating Public Agency under the Master Agreement.

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

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(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Exhibit B Administration Agreement , Example Exceptions

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
10. Page 27	National Promotion	Omnia Partners , Public Sector and Supplier shall publicize and promote the availability of the Master Agreements products and services to Public Agencies and such agencies employees. Should the Participating Agent or Public sector request to participate, Supplier shall require each Public Agency to register its Sector website (www.omniapartners.com/publicsector) or executing a Mater Intergovernmental Cooperative Purchasing Agreement prior to processing the participating Public Agency's first sales order. Upon request, Supplier shall make available to Interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.	to be negotiated by OMNIA Partners and KI
12. Page 27	Administrative Fee Reporting & Payment	Adjust the percentage from 3% to two percent (2%) and remove the inclusion of services from the administrative fee.	

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(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Exhibit Administration Agreement , Example Exceptions

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
13. Page 28	Summarizing All	Supplier shall provide OMNIA Partners,	to be negotiated by OMNIA Partners and KI
	Contract Sales for each	Public Sector with electronic accounting	
	calendar month	report monthly in the format prescribed by	
		Omnia Partners, Public Sector, summarizing	
		all contract Sales <u>shipped</u> for each Calendar	
		month. Remaining portion of the	
		paragraph is agreeable.	

Solicitation Number 19-18, Request for Proposal (“RFP”) by
Region 4 Education Service Center (“ESC”) for Furniture, Installation, and Related Services

Exceptions

EXHIBIT A RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 OMNIA PARTNERS REQUIREMENTS

1.2 Marketing, Sales and Administrative Support

Companies are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal.

Request change: Modify the agreement to **two percent (2%)** administrative fee.

1.5 Objectives of Cooperative Program

- B. Establish the Master Agreement as the Company's primary go to market strategy to Public Agencies nationwide;

Request change: Establish the Master Agreement as **one of** the Company's go to market strategies to Public Agencies nationwide.

2.0 REPRESENTATIONS AND COVENANTS

2.1 Corporate Commitment

Company commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Company's executive management, (2) the Master Agreement is Company's primary “go to market” strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Company will transition existing customers, upon their request, to the Master Agreement, and (4) that the Company has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Company will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Request change (2) to the Following: (2) the Master Agreement is **one of** the Companies “go to market” strategies for Public Agencies

Request change (3) to the Following: (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers **upon their request.**

Clarification (4): Mark Waldecker will be the KI Sponsor contact.



2.2 Pricing Commitment

Company commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Company will match such lower pricing to that Participating Public Agency under the Master Agreement.

Request change: Company commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide **based on the Master Agreements specific requirements which includes the negotiated terms and conditions** and further commits that if a Participating public Agency is eligible for lower pricing through a national, state, regional, or local or cooperative contract **and this alternative contract would have the exact requirements and agreed upon terms and conditions**, the Company will match such pricing to that participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Company commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Company commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Company also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Company were not awarded the Master Agreement.

Request change: Company commits to aggressively market the Master Agreement as **one of** its go to market strategies within this defined sector and that its salesforce will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Remaining portion of the paragraph is agreeable.



EXHIBIT B

ADMINISTRATION AGREEMENT, EXAMPLE

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

Request Change: OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. **Should the Participating Agent or Public sector request to participate,** Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of three percent (3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

Request change: Adjust the percent from 3% to **two percent (2%)** and **remove the inclusion of services** from the admin fee.


13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month.

Request change: Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract sales **Shipped** for each Calendar month. Remaining portion of the paragraph is agreeable.



OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name Krueger International, Inc.
Address PO Box 8100, 1330 Bellevue Street
City/State/Zip Green Bay, WI 54308-8100
Telephone No. 920.468.8100
Email Address andrew.van.straten@ki.com
Printed Name Guy Patzke
Title Assistant Secretary
Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Draft Contract Appendix Region 4 ESC Exceptions

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
14. page 4	Delivery	This is to be rewritten to conform to KI's Standard published lead-times	
15. page 4	Inspection	Region 4 ESC agrees to notify contractor of their intent to return product and provide contractor with an opportunity to inspect the product prior to return.	
16. page 4	Payments	KI's terms of payment are 30 days from date of shipment	
17. Page 4	Price Adjustments	Rewrite as follows: Pricing will always be based on fixed discount for the current published commercial pricelists. Should it become necessary	
	Based on Language in Bid requirement section IV.2.a.i		

or proper during the term of their contract to make a change in design or any alterations that will impact the fixed discount, Region 4 ESC must be notified immediately. All fixed discount modification requests must be supported by manufacturer documentation or formal cost justification letter. Contractor must honor previous prices for thirty (30) day formally received. It is the Contractor's responsibility to keep all pricing up to date and file with Region 4 ESC. All fixed discounts price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the contractor's proposal.

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

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Draft Contract Appendix Region 4 ESC Exceptions

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
18. Pages 4-5	Audit Rights		
	Audits	Audit costs should come at Region 4 ESC	
	Edit the Third from last sentence to the following	In the event Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have ability to conduct an extensive audit of Contractor's pricing at no charge to the contractor.	
		Should the audit find an egregious act, both parties can discuss the course of action through contract terms.	

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

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If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Exhibit A National Cooperative Contract

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
1.2 page 17	Admin Fee of three (3%)	Modify the agreement to two percent (2%)	
1.5 page 19	Establish the Master Agreement as Company's	Establish the Master Agreement as the Company's primary go to market strategies	
	Primay go to market Strategy to Public Agencies		
	to Public agencies Nationwide		
2.1 pages 19-20	(2) Master Agreement	The Master Agreement is on of the companies	
	is Company's primary "go to market" strategy	"go to Market Strategies for Public Agencies	
	(3) transition existing customers	The Master Agreement will be promoted	
	customers upon their request	to all public Agencies including any existing customers upon their request	

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

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(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Exhibit A National Cooperative Contract

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
2.1 page 19-20	(4) Corporate Contract	Mark Waldecker will be the KI Sponsor Contract	
2.2 Page 20	Pricing Commitment	Company commits the not-to exceed pricing provided under the Master Agreement available (net to buyer) to Public Agencies nation wide based on the Master Agreements specific requirement which includes the negotiated terms and conditions and further commits that if a participating public agency is eligible for lower pricing through a national, for lower pricing through a national , state ,	

regional, or local or cooperative contract and this alternative contract would have the exact requirements and agreed upon terms and conditions the Company will match such pricing to that participating Public Agency under the Master Agreement.

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)
Exception for National Cooperative Contract Master Agreement

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
2.3 Page 20	Sales Commitment	Company commits to aggressively market	
		the Master Agreement as one of its go to	
		market strategies within this defined sector	
		and that is salesforce will be trained engaged	
		committed o to offering the Master Agreement to	
		Public Agencies through OMNIA Partners nationwide.	
		Remaining portion of the paragraph is	
		Agreeable	

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Exhibit B Administration Agreement , Example Exceptions

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
10. Page 27	National Promotion	Omnia Partners , Public Sector and Supplier shall publicize and promote the availability of the Master Agreements products and services to Public Agencies and such agencies employees. Should the Participating Agent or Public sector request to participate, Supplier shall require each Public Agency to register its Sector website (www.omniapartners.com/publicsector) or executing a Mater Intergovernmental Cooperative Purchasing Agreement prior to processing the participating Public Agency's first sales order. Upon request, Supplier shall make available to Interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.	
12. Page 27	Administrative Fee Reporting & Payment	Adjust the percentage from 3% to two percent (2%) and remove the inclusion of services from the administrative fee.	

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Exhibit Administration Agreement , Example Exceptions

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
13. Page 28	Summarizing All	Supplier shall provide OMNIA Partners,	
	Contract Sales for each	Public Sector with electronic accounting	
	calendar month	report monthly in the format prescribed by	
		Omnia Partners, Public Sector, summarizing	
		all contract Sales <u>shipped</u> for each Calendar	
		month. Remaining portion of the	
		paragraph is agreeable.	

Solicitation Number 19-18, Request for Proposal (“RFP”) by
Region 4 Education Service Center (“ESC”) for Furniture, Installation, and Related Services

Exceptions

EXHIBIT A RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 OMNIA PARTNERS REQUIREMENTS

1.2 Marketing, Sales and Administrative Support

Companies are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal.

Request change: Modify the agreement to **two percent (2%)** administrative fee.

1.5 Objectives of Cooperative Program

B. Establish the Master Agreement as the Company's primary go to market strategy to Public Agencies nationwide;

Request change: Establish the Master Agreement as **one of** the Company's go to market strategies to Public Agencies nationwide.

2.0 REPRESENTATIONS AND COVENANTS

2.1 Corporate Commitment

Company commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Company's executive management, (2) the Master Agreement is Company's primary “go to market” strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Company will transition existing customers, upon their request, to the Master Agreement, and (4) that the Company has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Company will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Request change (2) to the Following: (2) the Master Agreement is **one of** the Companies “go to market” strategies for Public Agencies

Request change (3) to the Following: (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers **upon their request.**

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EXHIBIT B

ADMINISTRATION AGREEMENT, EXAMPLE

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

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Request change: Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract sales **Shipped** for each Calendar month. Remaining portion of the paragraph is agreeable.



Krueger International, Inc.
Products/Services /Pricing
Region 4 Education Services Center Solicitation Number 18-19
Drop Ship/Delivered Discounting

* Discounts off list price will be taken from Supplier's current published price lists

Category	Price List	Catalog No.	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
			Order Volume	Order Volume	Order Volume	Order Volume	Order Volume
			List Price	List Price	List Price	List Price	List Price
			\$0 - \$15,000	\$15,001 - \$50,000	\$50,001 -\$100,000	\$100,001-\$250,000	\$250,001 & Up
			Discount	Discount	Discount	Discount	Discount
Systems Furniture	UNTIE SYSTEM	KI-11557	37%	41%	44%	46%	46%
Systems Furniture	WIREWOKS PANEL SYSTEM	KI-11392R1	37%	41%	44%	46%	46%
Freestanding Furniture	CONNECTION ZONE	KI-11601	37%	41%	44%	46%	46%
Freestanding Furniture	Universal Height Adj Screen	KI-PLW-000039	37%	41%	44%	46%	46%
Freestanding Furniture	Tattoo Collection	KI-PLW-000065	37%	41%	44%	46%	46%
Freestanding Furniture	Aristotle Caseloads	KI-11578	37%	41%	44%	46%	46%
Freestanding Furniture	700 Series Desking System	KI-11489R1	37%	41%	44%	46%	46%
Freestanding Furniture	Genesis	KI-11382R5	37%	41%	44%	46%	46%
Freestanding Furniture	Trellis System	KI-11610	37%	41%	44%	46%	46%
Freestanding Furniture	True Desking System	KI-11348R3	37%	41%	44%	46%	46%
Freestanding Furniture	Workzone Desking	KI-11490R1	37%	41%	44%	46%	46%
Freestanding Furniture	Backbone Media Platform	KI-11586	37%	41%	44%	46%	46%
Freestanding Furniture	Contract Tables	KI-11484R2	37%	41%	44%	46%	46%
Freestanding Furniture	Occasional Tables	KI-11486R1	37%	41%	44%	46%	46%
Freestanding Furniture	Pillar Tables	KI-PLW-000012	37%	41%	44%	46%	46%
Freestanding Furniture	Pirouette Table	KI-11606	37%	41%	44%	46%	46%
Freestanding Furniture	Powered Tables	KI-11485R1	37%	41%	44%	46%	46%
Freestanding Furniture	Serenade Conference Collection	KI-11605	37%	41%	44%	46%	46%
Freestanding Furniture	Toggle Table	KI-11597	37%	41%	44%	46%	46%
Freestanding Furniture	Workup Tables	KI-11585	37%	41%	44%	46%	46%
Freestanding Furniture	Cafeway -Cafeteria Tables	KI-11492R1	34%	41%	44%	46%	46%
Freestanding Furniture	Classroom- Tables - Chairs	KI-11492R1	37%	41%	44%	46%	46%
Freestanding Furniture	Folding Chairs & Stools	KI-11480R2	37%	41%	44%	46%	46%
Freestanding Furniture	Folding Tables	KI-11487R2	37%	41%	44%	46%	46%
Freestanding Furniture	Learn2 Seating	KI-11584	37%	41%	44%	46%	46%
Freestanding Furniture	Multiple Seating	KI-11486R1	37%	41%	44%	46%	46%
Freestanding Furniture	Ruckus Collection	KI-PLW-000010	37%	41%	44%	46%	46%
Freestanding Furniture	Classroom Collections	KI-11491R2	35%	41%	44%	46%	46%
Seating/ Chairs	Doni Seating Collection	KI-11621	37%	41%	44%	46%	46%
Seating/ Chairs	FourC Seating	KI-PLW-000063	37%	41%	44%	46%	46%
Seating/ Chairs	Katera Stack and Guest Chair	KI-PLW-000073	37%	41%	44%	46%	46%

Seating/ Chairs	Silhouette Stack Chari	KI-PLW-000072	37%	41%	44%	46%	46%
Seating/ Chairs	Stack and Guest Seating	KI-11479R2	37%	41%	44%	46%	46%
Seating/ Chairs	Task Seating	KI-11478R2	37%	41%	44%	46%	46%
Seating/ Chairs	Voyant Seating	KI-PLW-000070	37%	41%	44%	46%	46%
Seating/ Chairs	Voz Guest Chair	KI-PLW-000071	37%	41%	44%	46%	46%
Soft Seating	Affina Collection	KI-11591	37%	41%	44%	46%	46%
Soft Seating	Calida Lounge Furniture	KI-PLW-000068	37%	41%	44%	46%	46%
Soft Seating	Lobby & Lounge Seating	KI-1148RR1	37%	41%	44%	46%	46%
Soft Seating	MyPlace Lounge Collection	KI-PLW-000035	37%	41%	44%	46%	46%
Soft Seating	MyWay Lounge Collection	KI-11604	37%	41%	44%	46%	46%
Soft Seating	Soltice Metal Collection	KI-11608	37%	41%	44%	46%	46%
Filing Systems, Storage & Equipment	700 Series Files Storage	KI-11493R1	37%	41%	44%	46%	46%
Filing Systems, Storage & Equipment	All Terrain Files Storage	KI-11494R1	37%	41%	44%	46%	46%
Filing Systems, Storage & Equipment	U- Series Storage	KI-11539R1	37%	41%	44%	46%	46%
Library Furniture	Crossroads	KI-11395R2	37%	41%	44%	46%	46%
Cafeteria Furniture	Cafeway -Cafeteria Tables	KI-11609	37%	41%	44%	46%	46%
Cafeteria Furniture	Folding Tables	KI-11487R2	37%	41%	44%	46%	46%
Cafeteria Furniture	Folding Chairs & Stools	KI-11480R2	37%	41%	44%	46%	46%
Other Products	Accessories	KI-11488R1	37%	41%	44%	46%	46%
Auditorium /Theater Fixed Seating	Architectural products are not quoted with installation and transportation charges. Installation and transportation charges are quoted on a project basis						
	Includes : Fixed Seating & Tables, Concerto Auditorium seating & Lancaster Auditorium Seating						
Modular Walls	Architectural products are not quoted with installation and transportation charges. Installation and transportation charges are quoted on a project basis						
	Includes: Light line, Genius and Evoke Demountable Walls						

Delivered & Installed Pricing

- *** Price is to receive, deliver and install
- *** Price is for non- union labor, standard hours for install and delivery
- *** This price does not include any type of stair carry

Cost includes all waste removal from site
 Cost includes all necessary tools and equipment required to install per the drawing or quote
 *** KI is not responsible for hardwiring of furniture to the building source
 *** KI is not responsible for connection of phone and data lines to the building source
 *** All areas where installations are to be performed are to be complete and free of other trades, products tools, and equipment
 *** Failure to comply with any of the above job conditions may result in additional costs

Additional Services:

Design Services \$75.00 per hour
 Project Management Services \$50.00 per hour

Krueger International, Inc.

Products/Services /Pricing

Region 4 Education Services Center Solicitation Number 18-19

Delivered & Installed Discounting

** Discounts off list price will be taken from Supplier's current published price lists*

Category	Price List	Catalog No.	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
			Order Volume	Order Volume	Order Volume	Order Volume	Order Volume
			List Price	List Price	List Price	List Price	List Price
			\$0 - \$15,000	\$15,001 - \$50,000	\$50,001 - \$100,000	\$100,001-\$250,000	\$250,001 & Up
			Discount	Discount	Discount	Discount	Discount
Systems Furniture	UNTIE SYSTEM	KI-11557	28%	33%	37%	40%	40%
Systems Furniture	WIREWORKS PANEL SYSTEM	KI-11392R1	28%	33%	37%	40%	40%
Freestanding Furniture	CONNECTION ZONE	KI-11601	28%	33%	37%	40%	40%
Freestanding Furniture	Universal Height Adj Screen	KI-PLW-000039	28%	33%	37%	40%	40%
Freestanding Furniture	Tatto Collection	KI-PLW-000065	28%	33%	37%	40%	40%
Freestanding Furniture	Aristotle Casegoods	KI-11578	28%	33%	37%	40%	40%
Freestanding Furniture	700 Series Desking System	KI-11489R1	28%	33%	37%	40%	40%
Freestanding Furniture	Genesis	KI-11382R5	28%	33%	37%	40%	40%
Freestanding Furniture	Trellis System	KI-11610	28%	33%	37%	40%	40%
Freestanding Furniture	True Desking System	KI-11348R3	28%	33%	37%	40%	40%
Freestanding Furniture	Workzone Desking	KI-11490R1	28%	33%	37%	40%	40%
Freestanding Furniture	Backbone Media Platform	KI-11586	28%	33%	37%	40%	40%
Freestanding Furniture	Contract Tables	KI-11484R2	28%	33%	37%	40%	40%
Freestanding Furniture	Occasional Tables	KI-11486R1	28%	33%	37%	40%	40%
Freestanding Furniture	Pillar Tables	KI-PLW-000012	28%	33%	37%	40%	40%
Freestanding Furniture	Pirouette Table	KI-11606	28%	33%	37%	40%	40%
Freestanding Furniture	Powered Tables	KI-11485R1	28%	33%	37%	40%	40%
Freestanding Furniture	Serenade Conference Collection	KI-11605	28%	33%	37%	40%	40%
Freestanding Furniture	Toggle Table	KI-11597	28%	33%	37%	40%	40%
Freestanding Furniture	Workup Tables	KI-11585	28%	33%	37%	40%	40%
Freestanding Furniture	Cafeway -Cafeteria Tables	KI-11492R1	28%	33%	37%	40%	40%
Freestanding Furniture	Classroom- Tables - Chairs	KI-11492R1	28%	33%	37%	40%	40%
Freestanding Furniture	Folding Chairs & Stools	KI-11480R2	28%	33%	37%	40%	40%
Freestanding Furniture	Folding Tables	KI-11487R2	28%	33%	37%	40%	40%
Freestanding Furniture	Learn2 Seating	KI-11584	28%	33%	37%	40%	40%
Freestanding Furniture	Multiple Seating	KI-11486R1	28%	33%	37%	40%	40%
Freestanding Furniture	Ruckus Collection	KI-PLW-000010	28%	33%	37%	40%	40%
Freestanding Furniture	Classroom Collections	KI-11491R2	23%	33%	37%	40%	40%
Seating/ Chairs	Doni Seating Collection	KI-11621	28%	33%	37%	40%	40%
Seating/ Chairs	FourC Seating	KI-PLW-000063	28%	33%	37%	40%	40%
Seating/ Chairs	Katera Stack and Guest Chair	KI-PLW-000073	28%	33%	37%	40%	40%

Seating/ Chairs	Silhouette Stack Chair	KI-PLW-000072	28%	33%	37%	40%	40%
Seating/ Chairs	Stack and Guest Seating	KI-11479R2	28%	33%	37%	40%	40%
Seating/ Chairs	Task Seating	KI-11478R2	28%	33%	37%	40%	40%
Seating/ Chairs	Voyant Seating	KI-PLW-000070	28%	33%	37%	40%	40%
Seating/ Chairs	Voz Guest Chair	KI-PLW-000071	28%	33%	37%	40%	40%
Soft Seating	Affina Collection	KI-11591	28%	33%	37%	40%	40%
Soft Seating	Calida Lounge Furniture	KI-PLW-000068	28%	33%	37%	40%	40%
Soft Seating	Lobby & Lounge Seating	KI-1148RR1	28%	33%	37%	40%	40%
Soft Seating	MyPlace Lounge Collection	KI-PLW-000035	28%	33%	37%	40%	40%
Soft Seating	MyWay Lounge Collection	KI-11604	28%	33%	37%	40%	40%
Soft Seating	Soltice Metal Collection	KI-11608	28%	33%	37%	40%	40%
Filing Systems, Storage & Equipment	700 Series Files Storage	KI-11493R1	28%	33%	37%	40%	40%
Filing Systems, Storage & Equipment	All Terrain Files Storage	KI-11494R1	28%	33%	37%	40%	40%
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Delivered & Installed Pricing

- *** Price is to receive, deliver and install
- *** Price is for non- union labor, standard hours for install and delivery
- *** This price does not include any type of stair carry
- *** This price does not include any type of stair carry
- *** Any other wage requirement or hourly work schedule will be an added upcharge on a separate line of the quotatior

Cost includes all waste removal from site
 Cost includes all necessary tools and equipment required to install per the drawing or quote
 *** KI is not responsible for hardwiring of furniture to the building source
 *** KI is not responsible for connection of phone and data lines to the building source
 *** All areas where installations are to be performed are to be complete and free of other trades, products tools, and equipment
 *** Failure to comply with any of the above job conditions may result in additional costs

Additional Services:
 Design Services \$75.00 Per hour
 Project Management Services \$50.00 per hour

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector.

3.1 Company

A. Brief history and description of Supplier.

About KI

At KI, we believe knowing our customers helps us serve them better. We listen. We observe. We understand that each customer has unique needs. So, we pride ourselves on helping our customers make smart contract furniture decisions by offering expert advice, design options and personalized solutions.

Since 1941, we've positioned KI as the contract furniture company that best understands the contract furniture industry and is committed to providing customers with the smart solutions. By targeting specific markets with solutions for business furniture, university furniture, educational furniture, healthcare furniture and government furniture, we can quickly respond to our customers' unique needs – including the choice to procure contract furniture according to what fits their ordering and fulfillment process. That's why we say we offer far more than furniture. We're Furnishing Knowledge.

Contract furniture solutions for any environment

KI's product portfolio includes the following: architectural walls, desking systems, classroom desks, teacher desks, tables, classroom tables, conference tables, cafeteria tables, training tables, occasional tables, seating, task chairs, bariatric chairs, patient chairs, medical recliners, medical gliders, sleepers, side seating, guest chairs, stack chairs, nesting chairs, stools, classroom chairs, tablet arm chairs, lounge seating, lobby benches, multiple seating, school library furniture, task lighting, casegoods, auditorium seating, fixed seating, lecture hall seating, seminar tables, lecterns, dormitory furniture, filing cabinets, lateral files, panel systems and more.

Our contract furniture innovations reflect a desire to be our customers' market resource and to help them make smart contract furniture decisions. Our strong market understanding is why KI customers throughout the world continue to rely on our trusted expertise to create solutions that fit their environments, brilliantly.

KI, a contract furniture company, manufactures innovative furniture and movable wall system solutions for educational, university, business and government markets. With corporate headquarters in Green Bay, Wisconsin, KI is fully established throughout the United States and neighboring countries Canada and Latin America, as well as across Europe, and the Middle East. KI's presence in these countries is supported by dedicated showrooms featuring furniture solutions uniquely designed for customer needs and local standards. KI global subsidiaries currently include KI Europe, KI Canada, KI India, and KI China. With more than 3,000 employees worldwide, KI continues to build relationships globally, extending its trusted expertise throughout the global marketplace.



KI continues to differentiate itself and establish enduring relationships throughout the world by personalizing products and service solutions to the specific needs of each customer through its unique design and “Market of One” manufacturing philosophy.

B. Total number and location of sales persons employed by Supplier.

Locations

CORPORATE HEADQUARTERS

Green Bay, Wis.

Employees: 659

SHOWROOMS

Eastern Region	Central Region	Western Region	International
Atlanta, GA	Chicago, IL	Denver, CO	Beaconsfield, Quebec, Canada
Boston, MA	Dallas, TX	Los Angeles, CA	Toronto, Ontario, Canada
Charlotte, NC	Green Bay, WI	Phoenix, AZ	Beijing, China
New York, NY	Houston, TX	San Francisco, CA	Malaysia
Washington, D.C.	St. Louis, MO		Lauenau, Germany
			Benelux, Netherlands
			London, United Kingdom
			Yorkshire, United Kingdom

MANUFACTURING

FACILITIES	PRODUCT	# OF EMPLOYEES
Wisconsin		
Green Bay	Task Seating and Stack Chairs	305
Green Bay	Transportation Hub	18
Bonduel	Seating and Tables	219
Manitowoc	Architectural Walls and Systems	191

United States

High Point, NC	Executive Task Seating, Lounge Seating and Occasional Tables	98
Tupelo, MS	Folding Chairs and Tables, Stools and Caddies	27

International

Pembroke, Ontario, Canada	Storage and Residence Hall Furniture	145
Beijing, China	Educational and Healthcare Furniture	1
Europe (multiple locations)	Systems, Seating and Storage	45

C. Number and location of support centers (if applicable) and location of corporate office.



CORPORATE HEADQUARTERS

Green Bay, Wis.
Employees: 659

SHOWROOMS

Eastern Region	Central Region	Western Region	International
Atlanta, GA	Chicago, IL	Denver, CO	Beaconsfield, Quebec, Canada
Boston, MA	Dallas, TX	Los Angeles, CA	Toronto, Ontario, Canada
Charlotte, NC	Green Bay, WI	Phoenix, AZ	Beijing, China
New York, NY	Houston, TX	San Francisco, CA	Malaysia
Washington, D.C.	St. Louis, MO		Lauenau, Germany
			Benelux, Netherlands
			London, United Kingdom
			Yorkshire, United Kingdom

D. Annual sales for the three previous fiscal years.

2018 - \$607,991,000
2017 - \$649,959,000
2016 - \$592,575,000

E. Submit FEIN and Dunn & Bradstreet report.

Federal ID Number: 39-1375589
Duns Number: 03-267-2651

F. Describe any green or environmental initiatives or policies.

Corporate Sustainability Policy

Ever since 1941, KI made a promise: to act as a steward of the environment. Since then, KI has been dedicated to serving its customers, its community, and future generation in a way that will protect the world in which we live. KI believes that, big or small, every action that safeguards and restores the environment is significant. KI is committed to making this happen by creating and providing products that advance environmental and human health, social responsibility, and economic prosperity.

1.0 ECONOMIC SUSTAINABILITY

KI manufactures innovative furniture and movable wall system solutions for education, healthcare, government, and corporate markets. Our customers count on us for information in making smart decisions that support the way they work – and their bottom line. At KI, we believe that our commitment to customer satisfaction and our ability to listen, share expert advice, meet specific needs, and be flexible is what will keep us in business for decades to come.



As an employee-owned company with worldwide operations, economic sustainability is one of our primary goals. We also strive to establish long-term profitability while contributing to the financial welfare of our owners, employees, and to the communities where we are located.

As a part of our ISO 9001-2008 certification, KI has developed processes to identify various strategies that make it possible to utilize available resources to our best advantage. Efforts to promote usage of those resources are both efficient and responsible, which in turn, provides long-term benefits. These benefits include a profitable business model at KI, and moreover, lessen environmental concerns that could negatively impact the local community. To support this, we make sure every manufacturing process, whether it's constructing a chair or marketing our products, reduces or eliminates the impact on the environment. We incorporate renewable and recyclable materials, such as bio-based foam or recycled aluminum framework, in all of our products as much as we can, and we design all of our products for longevity by using recyclable components that are easy to disassemble, repair, and recycle at the end of the life cycle. For the long haul, attention to this type of detail is intended to increase the strength of KI as a viable operation.

2.0 ENVIRONMENTAL SUSTAINABILITY

KI is committed to continually exploring viable product designs that will aid in the achievement of sustainable principles and provide customers with sustainable solutions as required for their workplace needs.

Representing the furniture manufacturing industry, KI, its leadership, and its employees work in cooperation with environmental professionals and their projects to examine how the company's product offerings embrace the following critical areas: energy efficiency, human and environmental health, durability, performance and maintenance, embodied energy and pollution, and resource limitation and waste management.

Through KI's Design for the Environment program (DfE), KI developed an approach which continually reinforces its commitment to sustainable design and manufacturing processes. This approach is as follows:

- KI regularly reviews all of its manufacturing facilities and continues to look at processes to be more environmentally friendly, including such things as painting processes, adhesives, metal cleaning, finishes, and packaging. This is intended to not only improve the indoor air quality to the end user, but also to address waste minimization, recycling and the use of alternative non-hazardous materials.
- KI purposely uses raw materials that have a positive and/or minimal impact on the environment. While many decisions may be motivated by a desire to protect the environment, KI takes into account the effects of raw materials on land use and substitution, as well as the broad range of environmental impacts inherent to the life cycle of its products.
- KI persistently pursues the development of products and constituents with the largest percentage of recycled content and those which can be easily repaired, disassembled, and recycled.
- KI continually searches for vendors and alternative options that offer the largest percentage of recycled content, utilizing both pre-consumer and post-consumer constituents.



At KI, we believe that quality products can be manufactured without sacrificing employee engagement, community support, corporate ethics or the health and safety of our employees. KI recognizes the importance of educating itself and its employees on inclusiveness and other aspects of social responsibility as a part of its commitment to the “triple bottom line” concept of sustainability.

KI’s environmental stewardship principles are as follows:

Design for the Environment. This program will be conducted at a minimum of two stages during product development: (1) during the feasibility stage and (2) during the business plan stage. KI will consider the following elements as part of the design process to improve products’ recyclability and biodegradability, to minimize energy and water use, and to reduce the environmental impact at the end of the standard life cycle.

Design for Durability and Non-Obsolescence. Design and manufacturing teams will ensure that all products have a long and useful life; can withstand repeated service, repair, and handling; and have standardized product parts and components available to facilitate maintenance, servicing and reassembly. KI products are built to last and are backed by warranty, which is valid for as long as the product is owned by the original buyer. The warranty covers defects in materials and craftsmanship found during normal usage.

Harmful Chemicals. KI strives to minimize the impact of harmful chemicals associated within its manufacturing processes and products to safeguard the health of humans, wildlife and the greater environment. KI assesses and manages all chemicals associated with products, processes, and maintenance operations to comply with all applicable federal, state, and local environmental regulations. KI will also take additional steps to identify, reduce and eliminate chemicals of concern.

Energy Conservation. KI’s environmental mission involves efforts to minimize the embodied energy in its raw materials and to conserve energy in its manufacturing processes, its products and its transportation. Through a continuous improvement process, KI strives to advance energy efficiency, reduce cost, optimize capital investment, reduce environmental and greenhouse gas emissions, and conserve natural resources. KI will promote efficient use of energy while complying with relevant federal, state, and local regulations.

KI manages energy efficiency by adhering to the following initiatives:

- Establish and implement effective energy management programs that support the organization’s strategic plan.
- Design, manufacture, and re-engineer products and processes to reduce our energy impact.
- Expect and encourage all employees to promote energy conservation while at work, home, and the communities where KI conducts business.
- Nurture relationships with government and utility companies on energy programs to reduce energy consumption and pollution.
- Set and use energy efficiency objectives and targets to drive performance improvements from a management, design, and operations perspective.

Solid Waste Management. KI strives to reduce 100% of its contribution to solid waste generated from fabrication or assembly of product components. Reductions in landfill waste will be achieved through



increased material efficiency and the creation of value for waste materials through reuse of recycling efforts.

Water Management. KI's primary source of water is the municipal water systems where its facilities are located. KI continues to implement reductions in its annual water consumption and discharges by modifying or improving its manufacturing processes and implementing water efficiency technologies.

Transportation. KI has a Smart Way certified fleet and utilizes only Smart Way certified carriers. KI has an anti-idling policy in place stating that no diesel engine should idle for longer than five minutes, except by exception. By doing this, KI is lowering maintenance costs and reduces the carbon footprint of the KI Fleet.

3.0 SOCIAL RESPONSIBILITY

KI was founded on the belief that human-centered design can impact the lives of people and ultimately the world, including the lives of future generations. Today, KI is committed to incorporating a human-centered, socially responsible approach to everything it does: from hiring to manufacturing, from designing to purchasing, and from workforce engagement to community outreach. It is an ongoing process that requires the active, vigilant, and creative participation of all involved. KI set its standards and measures its success through social responsibility principles.

KI's social responsibility principles are as follows:

Corporate Ethics Policy. KI is committed to conducting business activities lawfully and with honesty and integrity. To accomplish this goal, all employees receive training with regard to KI's position on basic ethical issues, so that they can act in accordance with those policies. KI's code of conduct specifies these standards and rules, which are designed to provide employees with guidelines for their business conduct.

Insider Trader. KI's assets are to be used solely for the company's benefit. These assets include physical assets and intangible assets, such as intellectual property, as well as all information about the company's business, including technologies, business strategies and plans, and financial data.

Employees shall not transfer the company's assets to others except in the ordinary course of business. Employees may have access to confidential information regarding the company's business, its customers, suppliers and competitors. Employees shall not use such information for personal financial gain through the trading of securities or other personal financial transactions. Employees shall not transfer company information onto any asset not owned by KI (i.e., home computer).

Receipt of Money, Goods and Other Things of Value. KI gains and maintains its business because of the quality and value of its products and services and the respect and confidence instill in its customers. The following policies are designed to ensure that this principle is followed:

Gifts of Employees

- Employees shall not accept gifts of money from any person or entity desiring to do business with KI.



- Employees shall not solicit non-monetary gifts, gratuities, tickets, entertainment or other personal benefits or favors from KI's customers or suppliers or those seeking such relationships.
- Employees and members of their immediate families are prohibited from soliciting or accepting any direct or indirect kickback, rebate or other benefit which results from the company's purchase of goods or other business action. If a supplier or carrier makes an offer of this type, employees are to decline it and report it to the materials manager at his/her plant for necessary follow-up. Occasionally, suppliers may offer advertising or promotional items of nominal value (less than \$10) where acceptance of the gift is required by applicable norms. If this situation occurs, employees are to promptly disclose the activity to their manager who will assist in determining the ultimate disposition of the item.

Payments by Employees

- Employees shall not directly or indirectly make or offer payments of money, gifts, services, entertainment or anything of value to any government official or employee.
- No employee or their party acting on behalf of KI may make any payment or offer any benefit of any kind, other than those included in the standard marketing policies of the company and which are available to all customers on an equal basis, to any customer or potential customer as an inducement to buy KI's products or services.
- Offering entertainment to individuals doing business or seeking to do business with the company must be reasonable and approved in advance by the employee's manager.
- All agreements with agents, sales representatives or consultant must be in writing and must clearly state the services to be performed, the basis for earning the commission or fee involved, the applicable rate or fee, and the fact that the agreement is subject to public disclosure.

Health and Safety Policy. Because KI considers employees to be the company's most valuable asset, we maintain high quality safety program for the protection of each employee. In keeping with this, KI is committed to maintaining compliance with all applicable local and national regulations that govern the company's performance in the area of employee health and safety.

The primary goal of KI's safety program is to prevent and eliminate serious injuries and consequences of all accidents. Efforts of the company alone will not prevent accidents. All KI employees receive general and specific training on various safety procedures, thus rendering safety the responsibility of every employee.

KI employees are required to follow safe practices and report any hazard directly and immediately to their department manager/facilitator. Any employee performing an unsafe act is a hazard and may be subject to disciplinary action.

Labor and Human Rights Policy. KI fosters a creative and stimulating work environment and empowers all employees to provide the highest possible level of service to the customer. Like the markets the company serves, KI encourages an innovative and entrepreneurial spirit. It is KI's commitment to provide employees with a competitive compensation and benefit package, career advancement opportunities, training programs, wellness activities, and a fun and exciting environment in which to work.



KI is dedicated to ensuring that the human rights of its employees are protected and respected, on a local and global scale, which includes the prohibition of forced, involuntary or child labor. In line with these guiding principles, KI expects the same level of responsibility to human rights protections from its global supply network.

Inclusiveness Policy. KI is committed to maintain a work environment that is characterized by mutual respect, professionalism, and absence of harassment and bullying. In keeping with this commitment, all managers, employees, vendors and customers are expected to adhere to a standard of conduct which exemplifies and supports a professional work environment free from all forms of discrimination.

It is KI's policy to provide equal employment opportunity for all qualified individuals without regard to race, color, religion, sex, gender identity, age, national origin, disability, veteran status, marital status, sexual orientation, military status, genetic information or any other protected class.

To this end, KI supports and cooperates with all applicable laws, regulations and executive orders in all of the company's employment policies, practices and decisions. KI takes affirmative action to assure that equal opportunity for employment is provided with regard to all personnel actions, including but not limited to:

- Recruiting, testing, selection, hiring, promotion and other employment decisions.
- Compensation, benefits, transfers, training, social and recreational programs, job assignments, layoffs, recalls, education and other terms and conditions of employment.

KI's Equal Employment Opportunity policy and affirmative action obligations include full support from Richard Resch, CEO and Chairman of the board. The corporate human resources business partner serves as the equal opportunity coordinator for KI and has the overall responsibility for training KI employees on this subject and assuring compliance with this policy. All employees are responsible for supporting the concept of equal opportunity and affirmative action and are expected to take prompt and appropriate action to prevent harassment or discrimination at KI, whether by company employees, customers or vendors.

Community Outreach and Involvement. KI is committed to being a good corporate citizen and will continue to give back to the communities in which it operates. KI's primary giving includes health and wellness-related organizations, as well as organizations that benefit youth and education. KI supports activities deemed worthwhile through time, talent, products and money as appropriate.

An annual budget is developed each year for charitable contributions. Each of the following areas will have budgets allocated accordingly: KI product requests, KI store merchandise requests, and monetary requests.

Key charities will be selected during the budgeting process, and funds or products will be identified as potential commitments for the upcoming year. KI makes a long-term commitment to support key charities for civic, social and public goodwill and will review this list annually as community priorities change.



- G. Describe any diversity programs or partner's supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

MINORITY BUSINESS

As an equal opportunity employer, KI implements fair labor and business practices across all levels of the organization. Promoting a balanced playing field in the marketplace, KI follows basic guidelines when selecting subcontractors. Ensuring fair procurement of products and services, KI participates in the development, preparation and execution of individual subcontracting plans and monitors performance relative to each plan. The company's support of minority and women-owned enterprises is demonstrated through outreach efforts, internal guidelines and processes, contractual language and incentive plans. Some of the specific ways KI can meet supplier diversity initiatives include.

Outreach efforts to obtain sources:

- Contracting minority and small business trade associations
- Contracting business development organizations
- Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (Pro-Net) System.
- Attending small, minority and women-owned small business procurement conferences and trade fairs.

Internal efforts to guide and encourage purchasing personnel:

- Presenting workshops, seminars and training programs
- Establishing, maintaining and using small, hubzone, small disadvantaged and women-owned small business source lists, guides and other data for soliciting subcontracts.
- Monitoring activities to evaluate compliance with the subcontracting plan

KI also participates and cooperates in pertinent studies and/or surveys as well as periodic compliance reporting which show compliance with subcontracting plans.

For detailed information regarding KI's minority business interactions, please refer to KI's Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan enclosed within this section of the proposal.

- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

KI is a Large S-Corporation with no Minority status.

- I. Describe how supplier differentiates itself from its competitors.



What Makes Us Different

By sharing our thought leadership and experience, we help you to make well-informed, educated decisions about your furniture investment as well as the overall space it will be in. That's why we will lead with a question instead of a catalog. We want to hear what you have to say about your company's goals, how your employees or students want to work or learn, your expectations...even what you want people to feel when they walk into your space. What is important to you is important to us.

We've made conscious decisions to structure our business – from the front office to the manufacturing floor – in a way that allows us to respond to you. Our proven track record and repeat business demonstrates the depth and duration of our efforts to build relationships. Following are a few more reasons customers keep coming back to KI for furniture solutions:

EMPLOYEE OWNED

Unlike the vast majority of furniture manufacturers, KI is 100% employee owned. And when you own something, you treat it differently. Everyone in the organization from the executive office to the production floor is a stakeholder in the company. And while the benefits of employee ownership for the company and the employee are well known, there are less visible advantages for the customer as well.

- Empowered Employees – We encourage every single employee to view themselves as an owner and entrepreneur. Our employees have the autonomy and flexibility to streamline processes, implement innovative ideas and make decisions on behalf of what is best for the customer. They understand that your happiness leads to their success.
- Consistency – Mergers and acquisitions regularly occur in the furniture industry, distracting employees by disrupting culture and adversely affecting policies, procedures and employment. Employee ownership ensures continuity and stability for both employees and customers.
- Increased Investment – In addition to tax savings, the employee ownership structure can result in additional savings from having a workforce that is invested in being productive and finding innovative ways to save money and bring value to the customer. Those dollars can be reinvested into technology improvements, increased services and other initiatives that benefit our customers.

We are invested in your success, so we will always be transparent in what we can or can't do for you. We will stay on schedule. We will hold to our quote, no hidden fees. We know that your credibility is on the line, so we will always be forthright about our intentions.

CORE MARKET FOCUS

The market is constantly shifting. Customer needs are ever changing. And KI is always there. We persistently grow our knowledge base and deepen our understanding to help shape and support your success. Whether you're furnishing a business, school, healthcare facility or government facility, each environment presents its own nuances and challenges. KI strategically targets furniture solutions in these core markets:

- College and University
- K-12
- Medium and Large Business



- Healthcare
- Federal and State Government

By zeroing in on these core markets, we are able to design furniture solutions and support services that address the needs specific to each.

OUR COMMITMENT TO YOU:

MARKET OF ONE® PHILOSOPHY

At KI, we believe that the only customer who matters is you – you are our Market of One. So we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs. We're the right place for furniture, service and fulfillment options that align with your brand, your culture and your work environment.

- Product Portfolio – While we offer a robust line of furniture, we're also adept at customizing existing products to better fit your needs. We can also collaborate with you, your architect or interior designer to design a piece of furniture from scratch to meet very specific needs unique to your business.
- Dedicated Service – You will have a team of experienced professionals assisting you through the furniture procurement journey. In addition, you have 24/7/365 access to your order information from any electronic device via ki.com/orderstatus.
- Fulfillment Freedom – While we offer space planning, shipping and installation services, we will never limit you to working with agencies owned or affiliated strictly with KI. Rather, we will gladly collaborate and coordinate with any partner, dealer and/or installation entity you choose.

Unlike our peers, KI does not prescribe to pre-set distribution channels. Rather, we deploy local KI representatives to work directly with you. KI's approach provides alternative procurement methods that allow you, not the manufacturer, to determine the best means to manage ordering and fulfillment activities. It also provides you the opportunity to reduce costs via bypassing the traditional dealer/"middleman" model, if required.

This client-centric business model is the engine that continues to drive KI's growth and client satisfaction. Ultimately, clients appreciate the flexibility to make purchasing and fulfillment decisions according to their needs versus what may be most expedient for the manufacturer.

PERSONALIZED SOLUTIONS

While work tasks may be similar from business to business, we believe every customer is unique with its own brand, culture and ways of working. Since our company's inception, we've responded to customer requests to customize existing products or design new products to better fit their needs.

That responsiveness shaped how we work with our customers as well as the physical layout of our manufacturing facilities. Today, more than 20 percent of all KI sales are personalized solutions compared to an industry standard of approximately 1 percent. If a personalized solution is desired, you will have access to the Tailored Product Group. This team is dedicated to tailoring product solutions and assisting with space planning ideas to meet any requirements or solve issues unique to your project.



- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Through the normal course of daily business as a large company, KI, may be involved in periodic litigation. None of this litigation is materially adverse to the operations or KI's ability to perform under this bid or contract.

- K. Felony Conviction Notice: Indicate if the supplier

KI is not owned or operated by anyone who has been convicted of a felony; or

- L. Describe any debarment or suspension actions taken against supplier

There has not been any actions taken against the company.

3.2 Distribution, Logistics

- A. Describe the full line of products and services offered by supplier.

Contract furniture solutions for any environment:

KI's product portfolio includes the following: architectural walls, desking systems, benching systems, Casegoods, classroom desks, teacher desks, tables, classroom tables, conference tables, cafeteria tables, training tables, occasional tables, seating, task chairs, bariatric chairs, patient chairs, medical recliners, medical gliders, sleepers, side seating, guest chairs, stack chairs, nesting chairs, stools, classroom chairs, tablet arm chairs, lounge seating, lobby benches, multiple seating, school library furniture, task lighting, auditorium seating, fixed seating, lecture hall seating, seminar tables, lecterns, dormitory furniture, Library Furniture, filing cabinets, lateral files, panel systems and more.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

KI distributes its products through a national and global network of Key Dealer Partners. Cultivated through a shared sense of commitment to providing extraordinary service, these alliances offer dedicated project management. KI provides extensive in-house services to support these dealers and the end user, KI's ultimate customer.

Truly distinguishing itself as a competitor in the turnkey-servicing arena, KI has the flexibility to distribute products and services in a method which best reflects the needs of the individual client. Although KI will partner with a Key Dealer or Service Provider, KI has established a scope of services that provides a successful project management strategy and ensures customer satisfaction. In addition, KI will tailor its scope of services to an account's application requirements.

KI is able to provide products and services in all U.S. Territories and outlying areas.



- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Salesforce.com Support System

Salesforce.com is more than a tracking or reporting tool for our sales representatives; it's an active communications hub for your entire account team. Each KI employee involved with your account – from order placement to payment – can access the platform in real time to:

- Find key people and their contact information
- Access quoting, contracts and other pricing, credit and billing information
- View real-time updates on project status
- Share information and collaborate on cases in real time

Salesforce.com allows us to all be on the same page when it comes to your account. Team members see the same information regardless of who enters the data or from which location.

- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Not Applicable. KI will be handling the processing, handling and shipping of all products.

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Not Applicable

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as **one of the Company's** go to market Strategies for the Public Agencies to Company's teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as **one of** the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days

Marketing Plan

Notification of Award:

- KI Senior Management advised
- KI Communications Department works with Premier on appropriate public relations announcement
- Announcement of award sent to KI field sales team



- KI Operations works with OMNIA to obtain OMNIA member directory and place on appropriate portals for field access
- Web Ex conducted with appropriate KI personnel, i.e. field sales, internal support, etc. advising of the award and appropriate action steps to execute the contract. The web ex would occur 30 to 60 days prior to the launch date to ensure appropriate education (Timing based on time frame given by OMNIA from award announcement to contract date)
- Addition of OMNIA to appropriate marketing collateral
- Quarterly conference calls with KI's Senior Management and OMNIA's contract Administrator to review goals and objectives if required
- Quarterly meeting with KI Sales Management to review project opportunities to leverage OMNIA contracts
- Updates and education on the OMNIA contract will be conducted annually at the KI International Sales Meeting

Web Ex to Field Sales and Internal Support announcing OMNIA contract Award

- Overview of the OMNIA Contracts
- Identify OMNIA members and steps to access member information
- Identify lead generation activity related to OMNIA members
- Identify products available to OMNIA members
- Education on discount structure
- Education on proper documentation to ensure OMNIA member is identified on order
- Identify contact team to field questions
- Identify OMNIA field support and means to access for support

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:



- OMNIA Partners, Public Sector standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

Marketing Plan

Notification of Award:

- KI Communications Department works with OMNIA on appropriate public relations announcement
 - Announcement of award sent to KI field sales team
 - Addition of OMNIA to appropriate marketing collateral and appropriate links established from KI websites to OMNIA within the first 90 days
 - Identify OMNIA's annual conferences/opportunities to exhibit and meet with OMNIA members and include in annual conference/exhibit calendars. Notification of appropriate field support
 - If required - Schedule annual visit to OMNIA to review contract performance and other contract opportunities to support OMNIA members
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

KI will provide all Public Agencies and Accounts their procurement contract options and honor the direction and decision that the Public Agency makes with their purchase.

- F. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

KI agrees to Provide our logo and OMNIA would have permission for reproduce such logo.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. Separate Communications will be presented and posted providing a Public Agency updates on their procurement option. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. ~~Best government pricing~~
 - iii. No cost to participate



iv. Non-exclusive

KI confirms with the changes noted above.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
- iv. Knowledge of benefits of the use of cooperative contracts

KI agrees

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
MARK WALDECKER | Corporate Accounts / K-12 Dealer Development Manager
P: 920.406.3508 | M: 920.327.0195 | E: mark.waldecker@ki.com | ki.com
- ii. Marketing
JODI LIPSH | MARKETING COMMUNICATIONS MANAGER
P: 920.468.2343 | E: jodi.lipsh@ki.com | ki.com
- iii. Sales
Shannon Meek | District Leader
P: 713.880.2329 | M: 281.782.8584 | E: Shannon.meek@ki.com | ki.com
- iv. Sales Support
MOLLY LAYDEN | SALES OPERATIONS MANAGER
P: 920.468.2716 | E: molly.layden@ki.com | ki.com
- v. Financial Reporting
ANDY VANSTRATEN | Contract Manager
P: 920.468.2394 | E: andy.van.straten@ki.com | ki.com
- vi. Accounts Payable
JENNIFER BAUGNET | Assistant Manager - Customer Financial Services
P: 920.468.2750 | F: 1-800-844-0593 | E: jennifer.baugnet@ki.com | ki.com
- vii. Contracts
ANDY VANSTRATEN | Contract Manager
P: 920.468.2394 | E: andy.van.straten@ki.com | ki.com



- I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

BRIAN KRENKE | CEO

P: 920.468.2239 | E: brian.krenke@ki.com | ki.com

Please find the attached organizational charts for sales force structure.

- J. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

KI has an internal support team of Market Development representative and Inside Sales representative that scour the industry looking for opportunities to participate on upcoming projects. Within many of these conversations our Representatives will determine the Customers' needs and paths in which they are able to purchase products, such as through the Omnia Cooperatives. KI also employs a network of Regional sales Leaders and representatives that work hand in hand with Dealer representatives to allow onsite support to the customer's. All of these individuals engage in sales support training at KI's corporate headquarters in which they review sales strategies and contracts that they can take advantage of in order to provide the Customers with their eligibility and options for the most competitive pricing and ease of doing business. KI also offers invitations to all of KI contracted sales representatives to our National Sales Meeting that go over product enhancements, new products and Sales Strategies. With such a robust sales network these individuals can align themselves with Omnia partner's regional representation in order to build a synergy that will enhance the Customers overall experience.

When KI is awarded a purchasing contract the entire sales community is notified and briefed on the opportunity. KI then loads the entire agreement and discounting into our quoting database so that all of our price quotation users have access to the contract and when the contract is referenced the contract discounting auto-fills in the quote by product SKU. This allows for accurate and up to date pricing and compliance for the sales teams and customer.

- K. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

KI's contract division within the corporate headquarters assists with educating/customer support on all purchasing contracts that KI holds. This team will also work with the Omnia Cooperative teams on any administration duties such as addition and removal of products, discounting, added approved dealers and extensions. This team is a valuable source for maintaining compliance to the contract and educating Sales teams and Customers of their eligibility and how to utilize these great opportunities. Due to their familiarity with the contracts they also complete the sales reporting and administration fees in a timely manner.



- L. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

As a privately held company, the financial information is held confidential. Furthermore, the Companies standard practices and in some cases contractual obligations restrain the Company from displaying the customer's, their contacts and spending history in any solicitations or between other contract holders with the Company out of the respect for their confidentiality.

2018	State	Purchases
College/University	Wisconsin	\$1M to \$5M
College/University	North Carolina	\$1M to \$3M
College/University	Washington	\$250K to \$1M
K-12	Michigan	\$1M to \$4M
K-12	Illinois	\$1M to \$3M
K-12	South Carolina	\$1M to \$3M
K-12	Illinois	\$500K to \$2M
State/Local Government	Minnesota	\$500K to \$2M
State/Local Government	California	\$100K to \$1M
State/Local Government	Florida	\$100K to \$1M

- M. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

ELECTRONIC DATA INTERCHANGE (EDI)

KI believes EDI is a valuable tool in providing better service to customers. Documents previously processed manually can be exchanged through EDI quickly, without errors and at a reduced expense for both parties. EDI also allows the exchange of shipping and sales information. This information exchange allows both parties to improve their business interactions.

EDI System Configuration

At KI, the EDI system resides on an AS/400 in the corporate headquarters. KI has a separate test system on a separate AS/400 to use during the initial test period. The company's EDI system is fully integrated with its own applications in most cases. Some documents, such as purchase order changes, cannot be effectively automated within KI applications. In these cases, the information is printed, and a customer service representative reviews and responds to the information.

Enveloping: ISA

Data element separators/terminators: KI can use any delimiters requested. However, KI prefers to use non-printable characters.

Test/Production Flag



All interchanges sent by KI will be marked as Test or Production. Interchanges received in the KI mailbox will only be processed as production documents if they are marked "P" unless the trading partner specifies that "T" interchanges should be processed as well.

Transmission Schedule

KI usually transmits and receives according to the following schedule (all times are Central Standard):

7:30 a.m. -- Receive documents in mailbox and send acknowledgments

3:30 p.m. -- Receive documents in mailbox and send acknowledgments

Nightly (11 p.m. to 3 a.m.) -- Send invoices, advance ship notices and remittance advices

Acknowledgments

KI promptly acknowledges all documents received. If you do not receive an acknowledgment within 24 hours of sending the document, please contact the EDI coordinator at KI.

KI sends 997 functional acknowledgments, which acknowledge receipt of the document. Receiving a 997 does not mean the document's instructions or terms are accepted. A purchase order sent to KI is accepted when a shipping notice, purchase order acknowledgment or invoice is sent in return. Please note KI's terms and conditions.

Transmission Methods and Cost

KI maintains a mailbox on the Advantis network. KI can interconnect with other VANs through Advantis. The KI policy is not to support direct connections with trading partners. KI will pay for transmission to and from the KI mailbox and expects the trading partner to pay for transmissions to and from the trading partner's mailbox.

To increase efficiency and keep transmission costs at a minimum for both parties, KI recommends the EDI transmission contain as little information as possible. For example, addresses should only be sent when they are new or have changed. Note and text, which are not machine processable, are discouraged.

Checks Against Duplication of Orders

If a document is sent to KI with a duplicate interchange control number, it will not be processed. A duplicate interchange control number is a control number used by the same trading partner ID within the last three months. The EDI coordinator at KI will call the sending party to notify them of a duplicate. If requested, the documents can then be processed. If a document is sent more than once, but different control numbers are used, it may not be identified as a duplicate. Therefore, it may be processed as an original document. If an order is received by different media, for example phoned/faxed in and then sent EDI, KI has no control to prevent duplication. Phoned or faxed orders should not be sent EDI.

Ensuring Receipt of All Documents

KI checks the interchange control numbers received from each trading partner weekly. KI expects these control numbers to be sequential and gap-free. If KI believes a group of documents is missing, the EDI coordinator will call the trading partner.



Electronic Funds Transfer (EFT)

KI is set up to receive EFTs.

- N. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$ _____ .00 in year one

\$ _____ .00 in year two

\$ _____ .00 in year three

Much like Omnia’s description and inability to guarantee volume to any Company as written in section 1.2, The companies contract sales projection as detailed in section M. can only be a projection for the Master Agreement. KI will not agree to be held to any guaranteed contract sales under the solicitation or contract if awarded.

To the extent Supplier ~~guarantees~~ projected minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales shipped and factored on the product cost only and the Guaranteed Contract Sales. (Freight, install and commissions excluded).

- O. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies utilizing the Master Agreement will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.
 - iii. ~~Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).~~
 - iii. Should the Public Agency refuse to use the Master Agreement the Company will review the Public Agents terms and conditions and work out pricing and terms solely between the Company and the Public Agency.
 - iv. ~~If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.~~
 - iv. If a Public Agency contacts the Company for solicitation or contract options, the company will provide the Public agency options. The Public Agency may provide their decision with no intervention from any other party should they have decided to pick one fulfillment option over another.



Detail Supplier's strategies under these options when responding to a solicitation.

As our red-lines indicate above, If a Public Agency would approach KI to do business or through their own solicitation, KI would advise agency of all contract options available to them. Letting the agency select and receive approval from their board before proceeding.



**KRUEGER INTERNATIONAL, INC. ("KI")
SMALL BUSINESS SUBCONTRACTING PLAN**

I. IDENTIFICATION DATA:

Company Name: Krueger International, Inc. ("KI")

Address: 1330 Bellevue Street, P.O. Box 8100, Green Bay, WI 54308-8100

Date Prepared: December 14, 2018

Description of Supplies/Services: FSC Class 71 – Furniture (Group Names: Office Furniture, Household & Quarters Furniture, and Special Use Furniture)

Contract Number(s): #GS-28F-0033P (Schedule 71)

Commercial Plan Period: January 1, 2019 thru December 31, 2019

Estimated annual sales (Company-wide): \$358,897,000

II. TYPE OF PLAN:

Commercial Plan: Covers the offeror's fiscal year and applies to the entire production of commercial items sold by Krueger International, Inc. ("KI").

III. GOALS:

KI provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category:

1. Estimated **TOTAL** dollars planned to be subcontracted to **all types of business concerns:**
Annual Commercial Purchases/Spend: \$232,234,562 = 100.0 % subcontracted

2. Total dollars planned to be subcontracted to **large** business concerns (those classified as other than small):
Annual Commercial Purchases/Spend: \$92,893,825 = 40.0 % of Total

3. Total dollars planned to be subcontracted to **all small** business concerns (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB small business concerns:
Annual Commercial Purchases/Spend: \$139,340,737 = 60.0 % of Total

4. Total dollars planned to be subcontracted to **veteran-owned small** business concerns (including service-disabled veteran-owned small businesses):
Annual Commercial Purchases/Spend: \$4,644,691 = 2.0 % of Total

5. Total dollars planned to be subcontracted to **service-disabled veteran-owned small** business concerns (subset of VOSB above and cannot be higher than #4 above):
Annual Commercial Purchases/Spend: \$696,704 = 0.3 % of Total

6. Total dollars planned to be subcontracted to **HUBZone small** business concerns:
Annual Commercial Purchases/Spend: \$696,704 = 0.3 % of Total

7. Total dollars planned to be subcontracted to **small disadvantaged** business concerns (including ANCs and Indian tribes):

Annual Commercial Purchases/Spend: \$11,611,728 = 5.0 % of Total

8. Total dollars planned to be subcontracted to **women-owned small** business concerns:

Annual Commercial Purchases/Spend: \$15,095,247 = 6.5 % of Total

IV. PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED:

The principal types of supplies and/or services that KI anticipates to be subcontracted and the identification of the type of business concern planned are as follows:

Supplies/Services	Business Category or Size						
	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Coiled Steel Products, including steel tubing, table bases, chair legs/bases, table legs/aprons chair seat backs, work surface support legs.	X	X					
Sheet Steel Products, including steel for seat bottoms/back, modesty panels, trim and decorative parts, work surface panels/supports, table bases and workstation panels/walls.	X	X	X				X
Transportation Services, including truck freight, air freight and local delivery.	X	X	X				X
Electrical Suppliers, including wire terminals and control fuses, electrical outlets and wiring.	X	X	X				X
General Contracting/Installation Services, incl. furniture installation/set-up, landscape maintenance, machine repair and snow removal.	X	X			X		X
Packaging Suppliers, including cartons/boxes, tape, cushioning material, packaging film and labels.	X	X					X
Installation Services, including unloading, set-up, trash removal and product warranty work.	X	X	X	X	X	X	X
Spaceplanning Services, including site visit, design layout and completion of final bill of materials.	X	X	X		X	X	X
Metal Fabrications and Service, including metal castings, metal perforating and drilling, chair controls, custom tools and chrome plating.	X	X	X				X
Printed Material Supplies and Services, including art design, color cards, printing, photography, paper suppliers and office suppliers.	X	X	X				X
Miscellaneous Steel Products, including industrial fasteners, welding supplies, heat treating services, industrial springs, chair controls and screw machine parts.	X	X					X

V. DESCRIPTION OF METHOD USED TO DEVELOP SUBCONTRACTING GOALS:

KI used the following method to develop the subcontracting goals:

The full range of products and services as defined by the North American Industrial Classification System (NAICS) and authorized by the Regulatory and Statistical Analysis Division, Office of Information and

Regulatory Affairs, Office of Management and Budget were used to develop the Small, Small Disadvantaged, Women-owned Small Business, HUBZone Small Business, Veteran-owned Small Business and Service-disabled Veteran-owned Small Business concerns subcontracting goals. We also based our goals on previous year's purchasing records and information and on previously approved subcontracting plans as well as direction from our administrative contracting officer.

VI. DESCRIPTION OF METHOD USED TO IDENTIFY POTENTIAL SOURCES:

KI identifies potential subcontractors using the following source lists and organizations:

We require that all suppliers complete a vendor registration and information form. We enter this information into our computer database, which enables us to analyze our purchases and which types of business concerns are involved as we purchase our goods and supplies for the manufacture of our products. We located potential suppliers through mass mailing lists of prime contractors, through lists of subcontractors published by State organizations, through business guides and trade journals, through industry trade shows, meetings, seminars, buyers and suppliers shows, through solicitations, request for quotations, and invitations to bid and by requesting sources from the Small Business Administration's Dynamic Small Business Search database (http://dsbs.sba.gov/dsbs/dsp_dsbs.cfm).

VII. INCLUSION OF INDIRECT COSTS IN ESTABLISHING GOALS:

Indirect and overhead costs X HAVE BEEN (or) HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above.

This plan includes 100% of indirect costs for 100% of Krueger International, Inc.'s commercial operations.

VIII. PROGRAM ADMINISTRATOR:

Name: Mr. Greg Kyles
Title/Position: Manager of Strategic Sourcing
Address: 1330 Bellevue Street, P.O. Box 8100
City/State/Zip Code: Green Bay, Wisconsin 54308
Telephone number: 920 / 468-8100
Fax number: 920 / 468-2726
Email Address: greg.kyles@ki.com
Alternate POC with contact information: Mr. Bernie Groeschel, Sr. Buyer
Address/Telephone/Email: Same address/phone/fax as above, email: bernie.groeschel@ki.com

Duties: In accordance with clause 52.219-9(d)(11)(e), in order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.
3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.
4. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the System For Award Management (SAM) database or by contacting SBA.

5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
6. Develop and promote company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
7. Develop and maintain bidders' lists of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns from all possible sources.
8. Ensure periodic rotation of potential subcontractors on bidders' lists.
9. Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
10. Ensure that subcontract procurement "packages" are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns
11. Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
12. Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
13. Oversee the establishment and maintenance of contract and subcontract award records.
14. Attend or arrange for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
15. Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.
16. Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
17. Develop and maintain an incentive program for buyers that support the subcontracting program.
18. Monitor the company's performance and make any adjustments necessary to achieve the subcontract plan goals.
19. Prepare and submit timely reports.
20. Coordinate the company's activities during compliance reviews by Federal agencies.

IX. EQUITABLE OPPORTUNITY:

KI will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities:

A. Outreach efforts to obtain sources:

- Contacting minority and small business trade associations
- Contacting business development organizations
- Requesting sources from the Dynamic Small Business Search, which integrated data from the SBA PRO-Net database
- Attending small and minority business trade fairs and procurement conferences

B. Internal efforts to guide and encourage purchasing personnel:

- Presenting workshops, seminars and training programs
- Establishing, maintaining and using small, hubzone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts
- Monitoring activities to evaluate compliance with the subcontracting plan

C. Other Additional efforts:

The efforts to assure equitable opportunity to Small and Small Disadvantaged (including ANCs and Indian Tribes), Women-owned Small Business, HUBZone Small Business, Veteran-owned Small Business and Service-disabled Veteran-owned Small Business concerns are primarily spelled out in the Administrator's duties. It will also include records of individual buyer's contribution to the success of this plan and the use of these records in the buyer's performance reviews. Outreach efforts will also include offering the qualified firms managerial, technical, relaxation of deadlines, production and quality control assistance when appropriate, contingent upon the Federal Government relaxing its delivery requirements to fulfill the contract.

X. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:

KI agrees to include the FAR Clause 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (*except small business concerns*) that receive subcontracts in excess of \$700,000 (\$1,500,000 for construction) to adopt a plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan.

XI. ASSIGNMENT OF SIZE STANDARDS TO SUBCONTRACTS:

KI agrees to assign North American Industry Classification System (NAICS) codes to subcontracts and further agrees to provide the socio-economic status of the successful subcontractor in the notification to the unsuccessful offerors for the subcontracts.

XII. REPORTING AND COOPERATION:

KI agrees to:

- Cooperate in any studies or surveys as may be required
- Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan
- After November 30, 2017, report subcontracting data for each order when reporting subcontracting achievements under task/delivery order contracts
- Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of FAR clause 52.219-9, using the Electronic Subcontracting Reporting System (eSRS) at Link to eSRS following the instructions in eSRS. Submit the SF294 (when Alternate IV is used).
- The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses) veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBzone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the SBA as small disadvantaged businesses), woman-owned small business concerns.
- Ensure that subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS
- Provide prime contract number, the prime's DUNS number, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs.
- Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of, or rejecting the ISRs, to its subcontractors with subcontracting plans.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>	<u>Submit Reports to eSRS with email address for:</u>
10/01--09/30	SSR	10/30	Contracting Officer/SBTA

XIII. RECORDKEEPING:

KI will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

1. Source lists (*e.g.*, SAM), guides, and other data that identify SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
2. Organizations contacted in an attempt to locate sources that are SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
3. Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating:
 - (A) Whether small business concerns were solicited and, if not, why not;
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
 - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
 - (G) If applicable, the reason award was not made to a small business concern.
4. Records of any outreach efforts to contact
 - (A) Trade associations;
 - (B) Business development organizations;
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
 - (D) Veterans service organizations.
5. Records of internal guidance and encouragement provided to buyers through
 - (A) Workshops, seminars, training, etc.; and
 - (B) Monitoring performance to evaluate compliance with the program's requirements.

XIV. ADDITIONAL ASSURANCES:

KI will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal.

KI will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of FAR clause 52.219-9. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

KI will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to the payment to or utilization of a subcontractor; and

KI will that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the subcontract, and notify the contracting officer if KI pays a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

XV. DESCRIPTION OF GOOD FAITH EFFORT (Also refer to 13 CFR 125.3(d), Determination of Good Faith Effort)

In order to demonstrate your compliance with a good faith effort to achieve the small business subcontracting goals, outline the steps below that your company plans to take.

KI will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:

Incorporate compliance of small business subcontracting plan into the performance standards for purchasing personnel.


The above requirements of an acceptable plan will be negotiated with the contracting officer prior to approval. KI understands that this subcontracting plan will be made a material part of the contract and that the submission of the SSR will be made a line item deliverable in the contract.

XVI. STATUTORY REQUIREMENTS: (Found at FAR 19.702)

- Any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns will have the **maximum practicable opportunity** to participate in contract performance consistent with its efficient performance.
- It is further the policy of the United States that its prime contractors establish procedures to ensure the **timely payment** of amounts due pursuant to the terms of their subcontracts with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.
- Each contract modification that causes the value of a contract without a subcontracting plan to exceed \$700,000 (\$1.5 million for construction), shall require the Contractor to submit a subcontracting plan for the contract, IF the Contracting Officer determines that subcontracting possibilities/opportunities exist.
- The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.
- Reminder: As stated in 15 U.S.C. 637(d)(8), any contractor or subcontractor failing to comply in good faith with the requirements an approved subcontracting plan required by the clause of the contract "Utilization of Small Business Concerns" shall be a **material breach of the contract and may be considered in any past performance evaluation of the Contractor**. Further, 15 U.S.C. 637(d)(4)(F) directs that a contractor's **failure to make a good faith effort** to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages.

XVII. SIGNATURE REQUIRED: Plan must be signed and dated by a company official.

This subcontracting plan was SUBMITTED by:

Signature: 
Typed Name: NICHOLAS J. GUERRIERI
Title: CEO / Treasurer
Date Signed: 12-14-18

Government Contracting Officer APPROVAL:

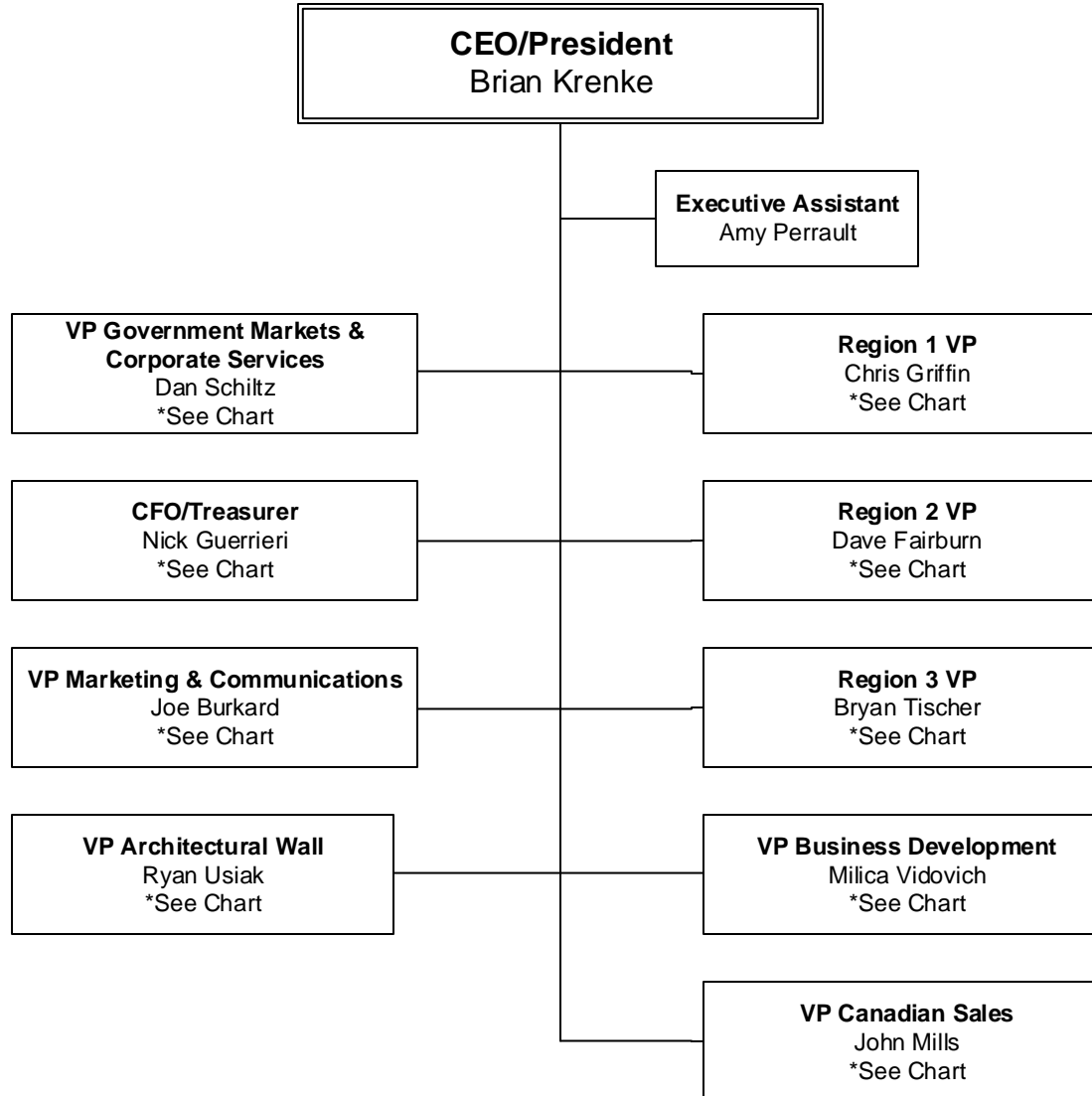
Signature: _____
Printed Name: David W. Crow
Agency: General Services Administration



Corporate Administration & Sales

Organizational Chart

May 1, 2019





Sales Management – Eastern Region
 Organization Chart
 December 1, 2019

VP Sales – Eastern Region
 Chris Griffin

DR Program Manager
 Pat Kawula

Salesforce Strategic
 Manager
 Tony Clemens

Sales Administrative
 Coordinator
 Miriam Slaght

NEW ENGLAND
 District Leader
 Jacqueline McGuire

CAROLINAS
 District Leader
 Angel Burgess

MID ATLANTIC
 District Leader
 Mark Dineen

GEORGIA/ALABAMA
 District Leader
 Tyler Scharafanow

NEW YORK
 District Leader
 Robert Abernathy

FLORIDA
 District Leader
 OPEN

- Sr. CAD Designer/
Space Planner
Diane Slothouber
- CAD Designer/
Space Planner
OPEN
- Sales Coordinator
Reese Laundry
- Sales Specialist
Tyra Leoveanu
- Sales Specialist
Susan Sullivan
- Sales Specialist
David Cook
- Sales Associate
(A&D Focus)
Lauren Brash
- Sales Specialist –
Strategic Accts.
Jackie Andrey
- Sales Associate
Cris Maher
- Sales Associate
Justin Hamel

Sales Associate
Meagan Kelly

Sales Associate
Justin Mikolyski

- Sr. CAD Designer/
Space Planner
Roweena Llamas
- Sr. CAD Designer/
Space Planner
Ann Mustian
- Sales Coordinator
Michelle Smith
- CAD Specialist
Mary Ann Hope
- Sales Specialist
Brad Osborne
- Sales Specialist
Michelle (Susan)
Kingston
- Sales Specialist
Mark (Grady)
Thompson
- Sales Specialist
Doug(James)
Fairburn

Sales Specialist
Adam Brown

Sales Associate
Dolan Wort

Sales Associate
Liam Kirkbride

- CAD Designer/
Space Planner
Megan Roper
- Project & Service
Coord. - Wall
Sandy Harkins
- Sales Specialist
(A&D Focus)
Kristi Indahl
- Sales Specialist
Tina Miller
- Sales Specialist
Cory Nester
- Sales Specialist
Joel Kimpela
- Sales Associate
Jackie Best

Sales Associate
Becky Randel

Sales Associate
Ashlea Moseley

- Sales Coordinator
Kate Pettit
- Sr. CAD Designer/
Space Planner
Bryanna Mercer
- CAD Designer/
Space Planner
Susan Hentz
- Sales Specialist
James Haner
- Sales Specialist
Milton Bresler
- Sales Specialist
Rick Baitinger

Sales Associate
Grant Huebner

Sales Associate
Aaron Scroggins

Sales Associate
Abby Wilson

- Sr. CAD Designer/
Space Planner
Christopher Jim
- CAD Designer/
Space Planner
Tamera Chew
- CAD Designer/
Space Planner
Nick Satterly
- Project & Service
Coord. – Wall
James Couture
- Sales Specialist
Cody Peinovich
- Sales Specialist
Pat Casale
- Sales Specialist
Curtis Winkler
- Sales Specialist
Jeanne Kaufman
- Sales Specialist
OPEN
(Alex Petakas)
- Sales Specialist
(A&D Focus)
OPEN
- Sales Specialist –
Strategic Accts.
Christina Gigstead

Sales Specialist
Nicole Vital

- CAD Designer/
Space Planner
Chayanne Arcos
- Sales Specialist
Chris Rueckl
- Sales Specialist
Kim McWhorter
- Sales Specialist
Allison Brown
- Sales Specialist
Sylvia Walton
- Sales Specialist
George Ortiz
- Sales Specialist –
Strategic Accts.
Scott Russell

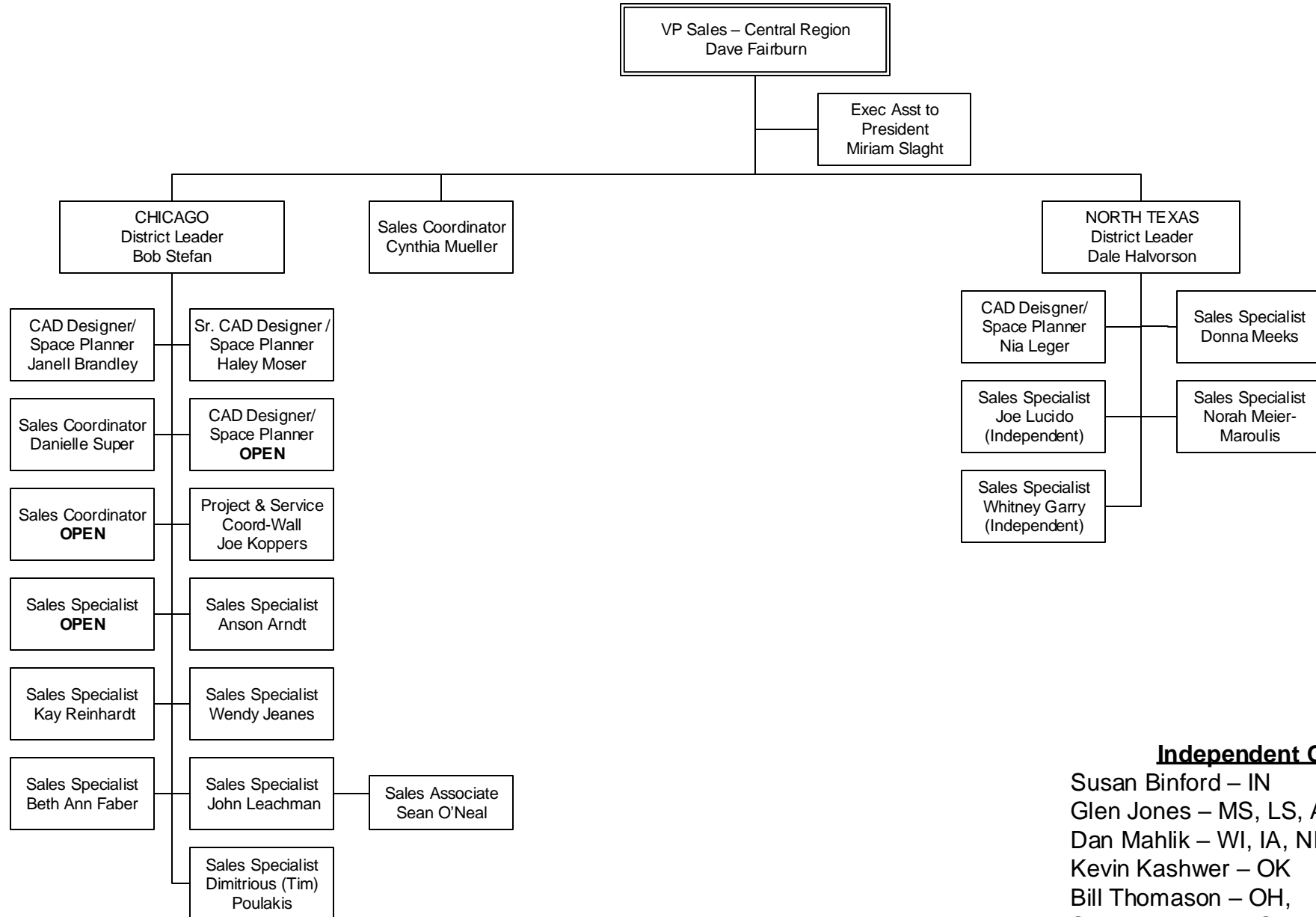
Sales Associate
Zach Dagneau

Independent Offices
 Bill Corbett – PA, WV, NJ, DE



Sales Management – Central Region

Organization Chart
December 1, 2019



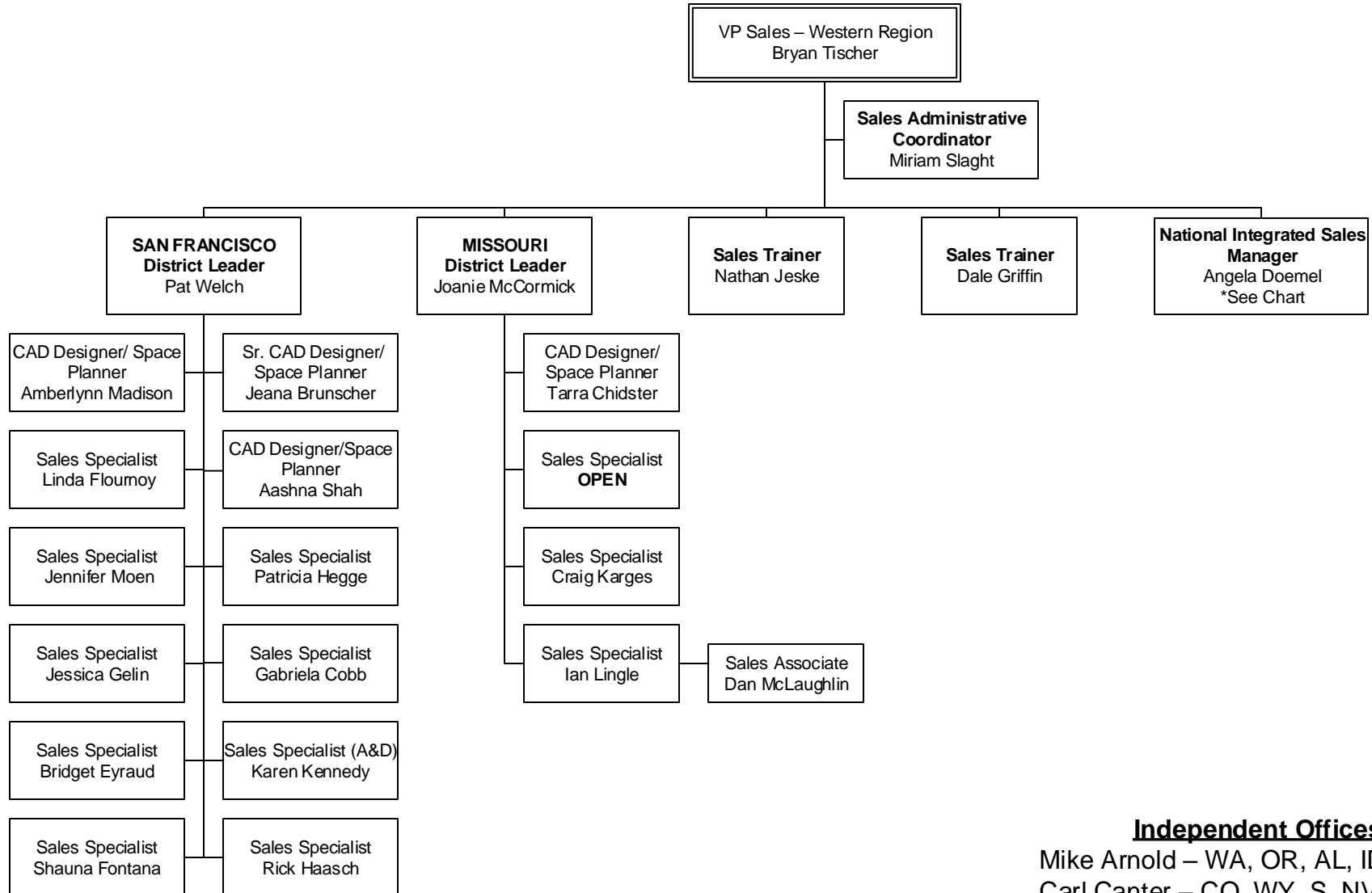
Independent Offices

Susan Binford – IN
 Glen Jones – MS, LS, AK, SW, TN
 Dan Mahlik – WI, IA, NE, N. MI
 Kevin Kashwer – OK
 Bill Thomason – OH,
 Shannon Meek – South TX
 JJ Reis – MI
 Keith Daniel – KY, TN



Sales Management – Western Region

Organization Chart
July 31, 2019



Independent Offices:

Mike Arnold – WA, OR, AL, ID, MT
 Carl Canter – CO, WY, S. NV
 Tim Healy – MN, ND, SD
 Steve Hennes – S. CA
 Interior Avenue – AZ
 Interior Products Group - UT

Region 4 ESC's evaluation:

a) Products/Services/Pricing

- i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, those different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.

KI is offering a discount from manufacturer's current list delivered catalogs. KI is proposing a tier discount structure. Tiers have been determined by Order Volume. Discounts will be from Supplier's current published price lists. The discounts offered on the Pricing Model will be based on the total list price amount of each single order with the applicable discount for each product taken from the appropriate tier column.

- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)
 - Manufacturer part #
 - Offeror's Part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Electronic price lists have been provided and do contain the Manufacturers part number, description, product options, and List Price. Price Lists will not contain the net price to Region 4 ESC. List price will contain freight.

- iii. Is pricing available for all products and services?
 - i. Please provide pricing for services based on a range, from minimum price per hour to maximum price per hour, with a not to exceed on the maximum price per hour charge.

Additional Services:

Design Services	\$75.00 per hour
Project Management Services	\$50.00 per hour

- iv. Describe any shipping charges.
 - i. Describe delivery charges along with definitions for:
 - 1. Dock Delivery

Drop Ship Orders

Pricing includes delivery from Supplier's factory to the receiving dock of Member's designated ship to location. No installation is required of KI. The only exception would be the Architectural products: Auditorium/Theater / Fixed Seating and Modular Walls, KI's Demountable Wall. These Architectural products are quoted on a per project basis with added installation and transportation charges.



2. Inside Delivery

Pricing includes delivery from Supplier's factory to the receiving dock of Member's designated ship to location. Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following:

- A need for special delivery equipment, including lift gates
- Inside delivery (The driver physically moves freight past the door opening of trailer.)
- Delivery past the immediate off load/dock location: Freight needs to be physically move into the building, upstairs, into an elevator, etc:
- The absence of a loading dock

3. Deliver and Install

Delivered & Installed

Manufacturer/Serviceing Dealer to deliver and install required products, remove products from packaging, (plus haul packaging off site), wipe down, level and place furniture per the instructions from the member. All products must be properly positioned and ready for use.

Manufacturer/Serviceing Dealer shall track, receive, and perform final inside deliveries to specific office, suite, work space, lab, job site etc. at required installation locations.

Delivered & Installed Pricing

- Price is to receive, deliver and install
- Price is for non- union labor, standard hours for install and delivery
- Project requiring Prevailing wages or extended installation requirements additional pricing for (These requirements will be added as a line item on the quote.)
- This price does not include any type of stair carry
- Cost includes all waste removal from site
- Cost includes all necessary tools and equipment required to install per the drawing or quote
- KI is not responsible for hardwiring of furniture to the building source
- KI is not responsible for connection of phone and data lines to the building source
- All areas where installations are to be performed are to be complete and free of other trades, products tools, and equipment
- Failure to comply with any of the above job conditions may result in additional costs

- v. Provide pricing for warranties on all products and services.

KI does not charge for warranties.

RIGHTS AND WARRANTIES

The warranty is given to the initial purchaser and is valid for as long as the initial purchaser owns the product. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to KI within the applicable warranty period, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product.



- vi. Describe any return and restocking fees.

Returns

Product conforming to the specifications contained in KI's acknowledgement to Customer may not be returned to KI without KI's written consent, which consent may be conditioned upon Customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipment.

- vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, and annual spend, guaranteed quantity, etc.

KI has submitted volume discounting and has agreed to a 2% rebate on all orders. There would not be any additional promos or discounting available.

- viii. Describe how customers verify they are receiving Contract pricing.

Once contract award is received, KI will set up the new contract in our Contract database – Salesforce.com. Each contract is given a unique number which is entered into KI's quoting tool. This unique number brings in all of the correct product discounting according to the contract. Each purchase order should have the awarded contract number listed on it for KI to reference and quoting.

Salesforce.com Support System

Salesforce.com is more than a tracking or reporting tool for our sales representatives; it's an active communications hub for your entire account team. Each KI employee involved with your account – from order placement to payment – can access the platform in real time to:

- Find key people and their contact information
- Access quoting, contracts and other pricing, credit and billing information
- View real-time updates on project status
- Share information and collaborate on cases in real time

Salesforce.com allows us to all be on the same page when it comes to your account. Team members see the same information regardless of who enters the data or from which location.

- ix. Describe payment methods offered.

Payment Options and Terms

Payment Options:

1. Corporate Credit or Purchasing Card (Full payment at time of order)
2. EFT – Electronic Funds Transfer or Bank Wire
3. Direct Payment via check, money order, or bank check
4. Leasing Options available

Payment Terms:

KI payment terms are net 30. KI is set up to accept Electronic Fund Transfers (EFT). No early payment of EFT discounts are available.

- x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.



KI will guarantee and hold discounts for the term of the contract. KI would be entitled to price increases of product on an annual basis or as mutually agreed upon by both parties. Such increases must be communicated in writing by KI with supporting documentation justifying the.

Contract alterations will occur quarterly from the inception date of the contract. Contract updates include: product or dealers.

- xi. Describe how future product introductions will be priced and align with Contract pricing proposed.

KI does have new furniture or existing furniture line extension introductions every year, when new introductions are made and offered to Region 4 ESC discounting will fall in line with current category discounting.

- xii. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

KI will guarantee and hold discounts for the term of the contract, but would be entitled to price increases of product on an annual basis or as mutually agreed upon by both parties. KI cannot present not to exceed pricing.

b) Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Please find the responses to Exhibit A under Tab 3 – Performance Capability.

- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

Please find the responses to Exhibit A under Tab 3 – Performance Capability.

- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please find the responses to Exhibit A under Tab 3 – Performance Capability.

- iv. Describe how Offeror responds to emergency orders.

Quick Ship Programs

Abbreviated lead-times are available for many of KI's product lines. Quick ship programs allow customers to purchase product in a reduced manufacturing time frame. The parameters of



KI's Quick Ship Program vary per product line, but as a general rule follows a two-week lead-time from the time the order is entered into KI's production schedule until the time the product ships from the manufacturing facility. Purchasing guidelines for quick ship products include maximum order quantities and limited finish selection options.

v. What is Offeror's average Fill Rate?

100%. Since 1941, KI has been traditionally a just-in-time manufacturer, which influenced KI's leadership in the production of customer-specific products, whereby we produce our products on a demand basis. This eliminates the need for warehousing and inventory controls. KI still subscribes to this innovative way of manufacturing but does deviate when the client relationship calls for additional means to secure product.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

KI's on time shipping – 98.1% YTD. KI sets a goal for on time shipping on a yearly basis, the goal for 2019 is 98.8%. KI prides itself on the quality products produced at each KI location as well as the high level of service provided to customers. KI pursues the highest degree of excellence in the design process of durable products, in the manufacturing processes for consistent, on-time delivery of products that meet the demands of customer specifications and in information processes through customer service.

vii. Describe Offeror's return and restocking policy.

Returns

Product conforming to the specifications contained in KI's acknowledgement to Customer may not be returned to KI without KI's written consent, which consent may be conditioned upon Customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipment.

viii. Describe Offeror's ability to meet service and warranty needs.

The KI/Corporate Services installation offices and warehouses are located throughout the United States. This allows Corporate Services to respond to customer needs in a quick and efficient manner. The Corporate Services team is comprised of customer focused, factory trained Regional Managers, Installation Supervisors and Certified Installers. Corporate Service's Certified Installers are selected prior to installation and ONLY certified installers are used on KI Corporate Service installations.

KI Corporate Services and/or our certified dealers will work on Warranty issues and needs.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

CUSTOMER SUPPORT

The cornerstone of our customer service philosophy is being transparent throughout the process, sincere in our communication and above all, uncompromising in our integrity. We count on every individual KI employee to uphold those high standards. To do so, we view you as a Market of One. That means we consider any concerns you may have or issues that may arise as distinct to you and will work accordingly to resolve.



QUICK RESPONSE INITIATIVE

When and if an issue arises, KI has an established process in place to find a resolution within 72 hours. Based on the complexity of the issue, KI employees may call on the sales operations manager as well as others from the management and leadership teams, including our CEO, at any time to ensure we address your concerns or resolve outstanding issues in a manner that maintains your trust in us.

Customer Service

Need to make a change? No problem! Give us a call at 800-424-2432 Monday through Friday between 7:30 a.m. and 5:00 p.m. CST or email us anytime at SalesOps@ki.com. To help us retrieve your order information as quickly as possible, please be prepared to provide your purchase order number.

PLEASE NOTE: If you have an order acknowledgement, you may contact the KI Customer Service Representative whose name, phone number and email address will be listed directly above your delivery summary.

We are happy to accommodate your request for changes to:

Shipping address

Delivery date

Delivery contact name

Call before delivery

Product quantity, specifications, model number, etc.

Additional delivery services (fees may apply)

All requests are evaluated per case, as certain limitations may apply. However, we will make every attempt to satisfy your requirements.

- x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Invoicing Process

KI's standard invoicing method is to invoice individual purchase orders at the time of product shipment.

Payment Options and Terms

Payment Options:

1. Corporate Credit or Purchasing Card (Full payment at time of order)
P-Cards are accepted at time of order placement only, order needs to be \$500 or less and be paid in full. No additional fees will be charged for using creditor P-cards.
2. EFT – Electronic Funds Transfer or Bank Wire
3. Direct Payment via check, money order, or bank check
4. Leasing Options available

Payment Terms

KI payment terms are net 30. KI is set up to accept Electronic Fund Transfers (EFT). No early payment of EFT discounts are available.

- xi. Describe Offeror's contract implementation/customer transition plan.

KI has an existing contract with Region 4 ESC and will be ready to execute at time of award. KI will provide all Public Agencies and Accounts their procurement contract options and honor the direction and decision that the Public Agency makes with their purchase.



xii. Describe the financial condition of Offeror.

Annual sales for the three previous fiscal years.

2018 - \$607,991,000

2017 - \$649,959,000

2016 - \$592,575,000

xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

KI.COM

KI's robust website (www.ki.com) offers detailed product information, market-specific thought leadership, and a variety of design specification tools, environmental and social responsibility information, and a history of the company itself.

KI.com also aims to meet WCAG 2.0 guidelines, targeting Level 2 (AA) requirements. To this end, there are a number of considerations factored into the site's underlying code base as well as the published content. Our intent is for KI.com to be a useful resource for all visitors, including those who may have visual, auditory, cognitive or physical disabilities. Following is a list highlighting some of the steps we have taken toward that end:

- Keyboard accessibility and skip to content/navigation ARIA links, ensuring that site navigation and page content are easy to interact with for users who rely on keyboard-only control or assistive technology, including screen readers
- Defined ARIA roles for global site elements
- Text alternatives for images and non-text content; avoiding use of images of text
- Autoplay and video/audio disabled by default, providing users with control over interactive content
- Helpful and clear page titles, marked up appropriately using HTML web standards
- Clear and descriptive link titles
- Large base font-size (16px) and the ability to resize text to 200% without breaking the design
- Page elements reflect visible change when hovered or focused, including keyboard focus
- Multiple ways to find pages
- Avoidance of flashing, blinking, scrolling or otherwise animated text
- Responsive, mobile-friendly design to ensure content renders well regardless of the platform or device by which it's accessed

ORDER STATUS

Order Status is a separate site found on the home page of ki.com that provides access to the status of your open orders from any web-enabled device, including the following:

- User-friendly interface from any web-enabled device
- Quick and easy information retrieval using search and sort functions
- Ability to customize the data displays to your preference
- Recently viewed items are highlighted for quick reference
- Multiple user log-ins for convenience and collaboration within your own team
- Tutorial video and FAQs

EXTRANETS

If desired, we can develop an extranet site specifically for your project. An extranet acts as a secured hub for all team members to access product information, specifications and standards, pricing, drawings and more.



Extranets can be helpful in project planning as well as post-installation when you may want to access care and maintenance documents, customer service contacts, etc. Extranets can also streamline the process, saving time and money related to printing copies, postal or FedEx fees and travel expenses.

- xiv. Describe the Offeror's safety record.

KI's YTD Safety Incident – 1.0.

- xv. Provide any additional information relevant to this section.

c) Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.

OUR FOUNDATION

The metal chair was KI's flagship product in 1941. Innovative for its time, it brilliantly answered the call for seating that was portable, stackable, durable and affordable. KI recognized the market's need and responded with a welcome solution.

The KI folding chair symbolizes a long legacy of listening to our customers. Our insightful ability to solve problems through product design and space planning concepts has made us a respected leader in manufacturing furniture solutions – products that skillfully support the success of customers in the business, education and healthcare markets.

Today, we've grown well beyond our folding chair origins and offer a broad portfolio ranging from seating and tables to architectural walls and panel systems. Our award-winning innovations reflect a desire to meet your objectives, be your go-to resource and build an enduring relationship with you.

This foundation and a strong market understanding is why KI customers throughout the world continue to rely on our trusted expertise to create solutions that fit their environments. That's why we say we offer far more than furniture...We're Furnishing Knowledge.

OUR PROMISE

We promise to thoroughly understand your needs and help you make informed decisions about your environments. And that means:

- Being a trusted market resource
- Operating with integrity
- Prioritizing relationships over sales
- Simplifying the complex
- Offering simple, long-lasting design
- Collaborating on personalized solutions

Locations

CORPORATE HEADQUARTERS

Green Bay, Wis.

Employees: 659



SHOWROOMS

Eastern Region

Atlanta, GA
 Boston, MA
 Charlotte, NC
 New York, NY
 Washington, D.C.

Central Region

Chicago, IL
 Dallas, TX
 Green Bay, WI
 Houston, TX
 St. Louis, MO

Western Region International

Denver, CO
 Angeles, CA
 Phoenix, AZ
 San Francisco, CA
 Beaconsfield, Quebec, Canada
 Toronto, Ontario, Canada
 Beijing, China
 Malaysia
 Lauenau, Germany
 Benelux, Netherlands
 London, United Kingdom
 Yorkshire, United Kingdom

MANUFACTURING FACILITIES

Wisconsin

	PRODUCT	# OF EMPLOYEES
Green Bay	Task Seating and Stack Chairs	305
Green Bay	Transportation Hub	18
Bonduel	Seating and Tables	219
Manitowoc	Architectural Walls and Systems	191

United States

High Point, NC	Executive Task Seating, Lounge Seating and Occasional Tables	98
Tupelo, MS	Folding Chairs and Tables, Stools and Caddies	27

International

Pembroke, Ontario, Canada	Storage and Residence Hall Furniture	145
Beijing, China	Educational and Healthcare Furniture	1
Europe (multiple locations)	Systems, Seating and Storage	45

ii. Describe Offeror’s reputation in the marketplace.

KI is a contract furniture manufacturer with a reputation for innovation and expertise. By targeting specific markets with solutions for higher education, K-12 education, corporate workplace, healthcare facilities and government centers, KI is known for its ability to scale to customers’ unique needs. This empowers customers with the choice to procure furniture according to what fits their ordering and fulfillment needs.

Trusted as a market resource, KI builds relationships with clients to help them make smart furniture decisions. KI customers throughout the world continue to rely on the company’s trusted expertise to create solutions that fit their environments, brilliantly.

iii. Describe Offeror’s reputation of products and services in the marketplace.

Design shapes user outlook, drives emotion and ensures safety. Through human-centered design, KI creates compelling solutions by aligning culture, brand and functional objectives. The ideas behind this approach include adaptive design, increased user control, higher levels of engagement and defining a balance between basic workstyles and behavioral needs of users.

To support these needs, KI furniture has a reputation for durability, functionality and versatility. These qualities are inherent across KI’s diverse product portfolio, which includes seating (guest, stack, task, lounge, student, healthcare, tandem, stools), tables (multipurpose, powered, height-



adjustable, cafeteria, occasional), architectural walls, desks and desking systems, workspace panels and systems, files and storage, casegoods, fixed and auditorium furniture, library furniture, residence hall furniture and accessories.

- iv. Describe the experience and qualification of key employees.

KI Corporate Support

KI recognizes that customers have diverse requirements for project management, service, and support. KI designed its sales and product service capabilities to speed response to these changing needs. KI's flexible service package allows customers to choose the services they want.

Project & Service Coordinators are assigned to provide support and include the responsibility for handling all aspects of daily project coordination. The primary team contacts are based on expertise and is available to your account throughout your partnership with KI.

Sales Operations Manager provides additional support in the overall coordination of an account's specific needs including designation of resources and project coordination logistics. This includes monitoring accounts from implementation to completion as well as any post project activity.

Project & Service Coordinator responsibilities may include:

- Coordinating mock-ups
- Coordinating product shipments
- Coordinating field office installation services
- Coordinating communications between the customer and KI
- Coordinating design services and installation drawings
- Developing and maintaining project furniture timelines
- Developing product specifications and quotations
- Reviewing acknowledgments

Design Services

KI's design philosophy is to develop product solutions that will visually and functionally work with other KI products allowing the client the greatest flexibility as their business needs evolve. This design and development philosophy allows them to look at other product solutions within the KI portfolio and be able to integrate them with existing products they have in place giving the greatest flexibility without obsolescing a product.

AutoCAD/Design

KI has an expert team of resources trained to use AutoCAD when generating furniture layouts for our clients. In addition to a large staff at the Green Bay headquarters, Field Cad Space Planners are available in many field offices/showrooms. The team can produce 2D/3D/Elevations and Renderings depending upon the product specified. The software utilized develops initial space plan drawings through installation drawings and electronically feeds the bill of materials directly into our order management platform for a seamless process. As an additional free service to our clients, Revit and 2020/Giza symbols are available for download from KI.com



- v. Describe Offeror's experience working with the government sector.

CORE MARKET FOCUS

The market is constantly shifting. Customer needs are ever changing. And KI is always there. We persistently grow our knowledge base and deepen our understanding to help shape and support your success. Whether you're furnishing a business, school, healthcare facility or government facility, each environment presents its own nuances and challenges. KI strategically targets furniture solutions in these core markets:

- College and University
- K-12
- Medium and Large Business
- Healthcare
- **Federal and State Government**

KI holds a General Service Administration (GSA) Contract, number: GS-28F-0033P.

By zeroing in on these core markets, we are able to design furniture solutions and support services that address the needs specific to each.

- vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Through the normal course of daily business as a large company, KI, may be involved in periodic litigation. None of this litigation is materially adverse to the operations or KI's ability to perform under this bid or contract.

- vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Please find the attached references for your review.

- viii. Provide any additional information relevant to this section.

d) Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Additional Services/Value-Adds

Value Add #1 – Movable Wall Education Program

The Program Details

This program provides education for Movable Walls, some of the items included classroom training, on-site training, Webinars, and on-demand training classes.

Value Add #2 - Space Auditing

The Program Details

This program was developed to assist Region Members in space planning to help them maximize the use of their existing space. It can also be used for any new construction or project. This program will involve KI representative to visit the site in person.



Value Add #3 - In-Service Program

The Program Details

This program offers on-site training for products deployed at each location. It will include hands on training as well as best practices for the uses of KI's products.

Value Add #4 - Exclusive Exelon Website

The Program Details

This is an Exclusive Website built specific for Region 4 ESC Members. This innovative website is a comprehensive Project management tool, created to manage the flow of information on all aspects of a project. From design details to dead line ownership all within the accountability management documents, also housing drawings, product details, warranty information and requested or required post sale information.



References

St Charles City County Library
 77 Boones Hill Drive Karen Golab
 St. Peters, MO 63376
 Julie Wolfe
jwolfe@stchlibrary.org



Wood County Juvenile Court
 1032 South Dunbridge
 Bowling Green, OH
 Ann Gucker
agucker@colwood.oh.us



State of Minnesota
 Redwood Falls County Highway Department
 1820 E Bridge Street
 Redwood Falls, MN 56283
 Keith Berndt
Keith_b@co.redwood.mn.us



Jenks Public Schools
 205 East B Street
 Tulsa, OK 74037
 Cindy Owens
 918.299.4415
Cindi.owens@jenksps.org



St. John' Preparatory School
 234 Congress Street
 Boston, MA 02110
 Allison Moynihan-Mee
Allison.mee@peabodyoffice.com



Manatee County

1112 Manatee Avenue West
Bradenton, FL 34205
Michelle Petrilla
941.748.4501
Petrilla@mymanatee.org



Tulsa Technology Center

Lemley Memorial Campus
5647 S 122nd East Ave
Tulsa OK 74147
Kelly Yockey
9183828.5179
Kelly.yockey@tulsatech.edu



Township High School District 214

Buffalo Grove High School
Library Renovation
Tom Arseneau
224.220-4974
Tom.arseneau@d214.org



Texas Southmost College

MRC North Hall
80 Fort Brown Street
Brownsville, TX 78520
Hilda Perez-Garcia
Hilda@hpgdesign.com



Merced Community College

3600 M Street
Merced, CA 95340
Kevin Kennedy
kevin@vbcmerced.com



ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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

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

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

12-6-19

Date



Authorized Signature & Title
Guy Patzke
Assistant Secretary

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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

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

Company Krueger International, Inc.

PO Box 8100

1330 Bellevue Street

Address Green Bay

Wisconsin

54308-8100

Phone 920.468.8100

Fax 920.468.2781

Contact 

Signature
Guy Patzke

Printed Name
Assistant Secretary / Customer Financial Services

Position with Company Manager

Official Authorizing Proposal 

Signature
Mick Guerrieri

Printed Name
Chief Financial Officer / Treasurer

Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Guy Patzke, Assistant Secretary, as an authorized representative of

Krueger International, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative
Guy Patzke, Assistant Secretary

12-6-19

Date

SPECIAL CONDITIONS

Awarded Offerors may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Offeror is accepted these Special Conditions required by the Federal Emergency Management Agency (FEMA).

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

- i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement.
 - ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement.
- c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1).
- d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor(s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Alternative Pricing for Federal Funding

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the

contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the

compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the 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 the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. 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 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or

articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section 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 the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently 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, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) 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.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) 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.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]*. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 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 non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall 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.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

Furniture, Installation, and Related Services
Solicitation Number 19-18
Addendum No. 1

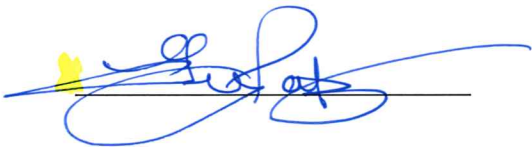
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

2. 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.

3. 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) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

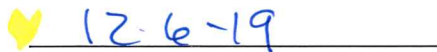
The Contractor, Krueger International, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Guy Patzke, Assistant Secretary

Name and Title of Contractor's Authorized Official



Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials 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.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative

agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

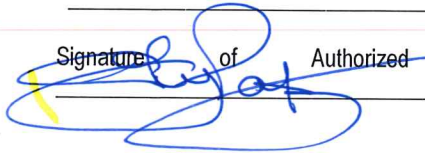
Offeror's Name: Krueger International, Inc.

Address, City, State, and Zip Code: PO Box 8100, 1330 Bellevue Street, Green Bay, WI 54308-8100

Phone Number: 920.468.8100 Fax Number: 920.468.2781

Printed Name and Title of Authorized Representative: Guy Patzke, Assistant Secretary

Email Address: andrew.van.staten@ki.com

Signature of Authorized Representative:  Date: 12-6-19

QUESTIONNAIRE

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

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No

List certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone Yes No

List certifying agency: _____

e. Other

Respondent certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: _____

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? Yes No

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Krueger International, Inc.

Contact Person Guy Patzke, Assistant Secretary

Signature 

Date 12-6-19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Krueger International, Inc.

Contact Person Joan Philibeck

Signature Joan Philibeck

Date 12-6-19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

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

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity 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.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a 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 means a non-Federal entity 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. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating 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.

Does offeror agree? YES GP Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES GP Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30

CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES GP Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity 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 (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES GP Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror 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 Agency resulting from this procurement process.

Does offeror agree? YES GP Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES GP Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES GP Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES GP Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 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 non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES GP Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that

offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES GP _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES GP _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES GP _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES GP _____ Initials of Authorized Representative of offeror

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

Offeror's Name: Krueger International, Inc.

Address, City, State, and Zip Code: PO Box 8100, 1330 Bellevue Street, Green Bay, WI 54308-8100

Phone Number: 920.468.8100 Fax Number: 920.468.2781

Printed Name and Title of Authorized Representative: Guy Patzke, Assistant Secretary

Email Address: andrew.van.straten@ki.com

Signature of Authorized Representative:  Date: 12/6/19

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

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

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

NON-COLLUSION AFFIDAVIT

Company Name: Krueger International, Inc.
Street: 1330 Bellevue Street
City, State, Zip Code: Green Bay, WI 54308-8100

State of Wisconsin

County of Brown

I, Guy Patzke of
the City of Green Bay
Name City

in the County of Brown, State of
Wisconsin

of full age, being duly sworn according to law on my oath depose and say that:

I am the Assistant Secretary of the firm of
Krueger International, Inc.
Title Company Name

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

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

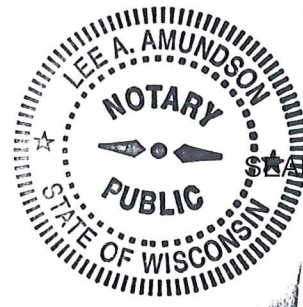
Krueger International, Inc.
Company Name

[Signature] Asst. Secretary
Authorized Signature & Title
12-6-19

Subscribed and sworn before me

this 14th day of April, 2019

[Signature]
Notary Public of WISCONSIN
My commission expires 10/24, 2022



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

Company Name: Krueger International, Inc.
Street: 1330 Bellevue St.
City, State, Zip Code: Green Bay, WI 54302

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

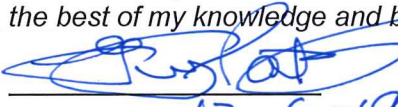
OR
2. A photo copy of their Certificate of Employee Information Report

OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

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

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

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



Date 12-6-19

Authorized Signature and Title
Guy Patzke, Assistant Secretary

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).


Signature of Procurement Agent 12-6-19

Guy Patzke, Assistant Secretary

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-
BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

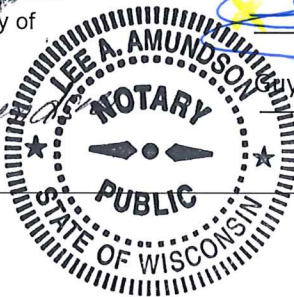
- Partnership, Corporation, Sole Proprietorship, Limited Partnership, Limited Liability Corporation, Limited Liability Partnership, Subchapter S Corporation

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

Stockholders:

Table with 3 rows and 2 columns for Name and Home Address.

Subscribed and sworn before me this 12/6/19 day of Dec. 2019. Lee A. Amundson, Notary Public, My Commission expires: 10/24/22. [Signature] Patzke, Assistant Secretary (Affiant)



Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Guy Patzke

Signature: 

Title: Assistant Secretary

Date: 12-6-19

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: KRUEGER INTERNATIONAL, INC.

Trade Name:

Address: 1330 BELLEVUE ST
GREEN BAY, WI 54302-2119

Certificate Number: 0092782

Effective Date: July 24, 1989

Date of Issuance: July 30, 2013

For Office Use Only:

20130730163519417

PRODUCT PRICING ALL PRICES LISTED IN KI PRICE LISTS ARE FREIGHT EXCLUDED OR DELIVERED PRICING.

KI price lists and any prices contained therein are subject to change without notice. Prices applicable to all Customer orders shall be those in effect at the time KI receives a complete order from Customer unless: Customer and KI have in place a written special pricing or master supply agreement, which agreement specifies the prices to be paid by Customer; or Customer requests a product shipping date to occur more than one hundred twenty (120) days after KI's receipt of Customer's order (in which case KI shall have the option to apply to Customer's order the price list in effect as of Customer's requested shipping date). The most current KI price lists are maintained electronically and can be found at www.ki.com/price-lists

Any discounts are ineffective if, as a result of the discounts, the final selling price of any product offered in a KI quote would be lower than the corresponding price for that product under KI's multiple award schedule contracts with the United States General Services Administration (GSA). If the final selling price for any KI product in a quote would be below KI's price to GSA, KI will offer that product at the same price that KI offers to GSA. No other terms or conditions of KI's GSA contracts would apply to such sales.

FREIGHT AND DELIVERY

Freight Terms

KI reserves the right to select the "best way" shipment methods and means (including, but not limited to, determination of the carrier, method of shipment, and routing). Standard delivery shall be dock-to-dock delivery and shall occur Monday through Friday, 7:00 a.m. to 3:00 p.m. for truckload or 9:00a.m. to 5:00 p.m. for less than truckload or parcel. Products quoted as "Delivered Pricing" shall be "F.O.B. Origin," and freight charges are based on shipments to the 48 U.S. contiguous states. For shipments destined to other U.S. states or foreign territories, delivery will be made to a prearranged port. Customer shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing. Contact KI for quote.

CAUTION: After obtaining a clear receipt for shipment, the delivering carrier is no longer responsible for damage or shortages.

Title, Risk of Loss

Title to product shall pass to Customer upon delivery by KI to the carrier. For purposes of risk of loss, all shipments are "F.O.B Origin"; and Customer acknowledges that once KI delivers the product to the carrier, risk of loss shall pass to the Customer.

Shipment Damage Claims

All products are packaged to comply with carrier requirements and leave KI's manufacturing facilities in good condition. Customer shall be responsible to:

- Carefully inspect merchandise upon delivery. Make notation of package conditions and describe any type of damage observed on the carrier's delivery receipt.

- If the delivery receipt has been signed free and clear and damage is discovered after carrier has left, the customer shall report the concealed damage and request an inspection to the local carrier terminal within (5) five business days of receipt date.
- Retain all shipping cartons for inspection by the carrier agent.
- All damaged product and packaging must be kept at point of delivery.

KI shall not be liable for loss or damage to product that occurs in transit, and Customer's sole remedy for any such damages shall be to seek appropriate recourse against the carrier. For more information visit <http://damagedproductprocess.com>

Shortage Claims

Shortage must be noted at time of delivery to be considered a carrier claim.

KI will evaluate Customer reported shortage claims within (10) ten days immediately following delivery. Shortage claims reported beyond (10) ten days after delivery will not be honored.

Returns

Product conforming to the specifications contained in KI's acknowledgement to Customer may not be returned to KI without KI's written consent, which consent may be conditioned upon Customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipment.

Requests for Specific Delivery Time(s)

KI considers requests for delivery times and for drop shipments to job sites, and will undertake reasonable efforts to indicate any such request(s) to product carriers. KI may, in its sole discretion, extend to Customer the option of a carrier-guaranteed set delivery time at an additional cost to Customer. KI's liability for any damages incurred for any late deliveries, including labor and other expenses resulting from any such delays, shall be limited to a refund of the charge for the aforementioned guaranteed set delivery time.

Accessorial Fees

Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following:

- A need for special delivery equipment, including lift gates
- Inside delivery
- The absence of a loading dock
- Redirection or re-consignment of product
- Detention charges
- Street unloads
- Improper refusal of product

Storage of Product

If, following KI's acknowledgement of Customer's purchase order, Customer requests a delay in shipment for any period greater than one (1) day from the scheduled ship date, Customer shall be responsible for the payment of the following storage fees:

- Orders less than a full trailer (11 pallets or 24 feet or less): \$5.00 per day per pallet.
- Full trailer: \$60.00 per day per trailer.

Any long-term storage (i.e. storage outside standard shipping and installation storage) must be climate controlled. Temperature must range between 60 and 80 degrees Fahrenheit and

humidity must be controlled between 45 and 65 percent relative humidity.

Split Deliveries

Orders can be split shipped (including C.O.M. as it arrives) only with faxed or written authorization.

Re-delivery of Freight

When re-delivery of merchandise is required because the customer is not ready to accept merchandise, and no notification of this fact is given to the factory at least one week prior to the scheduled ship date, the actual costs for freight, restocking and re-handling, plus 5% of the order value, will be billed to the customer.

PAYMENT TERMS

Net Thirty Days

Payment on all KI invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice and without offset, back charges, retention, or withholding of any kind. Unpaid and delinquent invoices shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is less.

Leasing Provisions

KI offers a lease finance option. The first and last monthly payments are required at the time of signing. Lease quotations subject to National Cooperative Leasing credit approval. Rates are based upon current market and subject to change without notice. Contact KI for a quote.

Custom Deposits

Customer may be required to pay a deposit for the purchase of any custom or nonstandard products identified in Customer's purchase order. Any such deposit shall accompany Customer's purchase order.

New Accounts

New accounts require the approval of a KI sales representative, credit references, and a valid tax-exempt or resale certificate (where applicable).

Security Interest in Products

KI shall retain a purchase money security interest in all products sold to Customer and for which Customer has not made full payment. Customer agrees to execute any and all instruments necessary to document the creation of this security interest and/or to perfect the same. Customer further agrees to assemble and deliver to KI all products subject to this security interest in the event Customer defaults on Customer's payment obligations to KI.

Collection Costs

In the event Customer defaults on Customer's payment obligations to KI, and KI employs the services of an attorney or collection agency to enforce these obligations, Customer shall reimburse KI for all of KI's actual collection costs and expenses (including actual attorneys' fees and court costs) upon demand.

ORDER PROCESS Requirements of a Valid and Complete Purchase Order

In order to submit a valid and complete purchase order to KI, Customer must provide KI with the following information.

- If you are purchasing directly from KI the purchase order must be issued to KI or KI c/o the dealer with this address:

KI
1330 Bellevue Street
Green Bay, WI 54302

- The following items must be included on all purchase orders:
 - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
 - Ship To Information: complete legal name, address, contact name, contact phone number
 - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
 - Issue Date: date the purchase order was issued
 - Sales Tax: applicable sales tax will be added upon invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
 - Purchase Order Total: total of all items and services included on the purchase order
 - Authorization: signature of authorized purchasing agent or buying entity
 - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
- Signatures on a quote or a worksheet will NOT be accepted as a purchase order.
- In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI.

Acknowledgements

KI sends acknowledgements on all orders. Please read these acknowledgements and contact KI immediately if there is any discrepancy. In the event of any difference or inconsistency between KI's acknowledgement and Customer's purchase order, KI's acknowledgement will control. In the event the model number and description differ on the purchase order, the model number will be the determining factor. Any error or discrepancy on acknowledgement must be reported to KI in writing within three (3) working days of acknowledgement date. All acknowledgements contain an estimated delivery date, but an order may ship earlier than the estimated shipping date. If Customer desires delivery on or after a specified date, Customer must write "Do not ship for arrival before ____ [date] ____" on Customer's purchase order.





Terms Conditions Rights and Warranties

Updated November 1, 2019

Fax or Email Orders

Orders may be sent to KI via facsimile (1-800-405-2264) or via email (order.entry@ki.com) SIF Files: If you have a fully optioned SIF file, submit one email containing the purchase order, fully optioned SIF file and any supporting quotes.. If, following submission of an order to KI, Customer sends a confirming order, such confirming order must be marked "Confirming Order. Original order sent via fax (or email)." KI will not be responsible for any duplicate orders caused by unmarked hard copy, duplicative confirming orders, or orders submitted more than once.

Changes or Cancellations of Orders

Purchase orders acknowledged by KI cannot be changed or cancelled without KI's consent, which consent may be conditioned upon Customer's agreement to pay increased or additional expenses resulting from the requested change or cancellation, including but not limited to a twenty-five percent (25%) cancellation charge if order is cancelled or changed within a minimum of twenty (20) days prior to expected delivery date as acknowledged. Products with custom options or veneer tops cannot be cancelled or returned.

Quick Ship Program

Quick Ship Program (QSP) leadtimes begin upon receipt of clearly marked and complete purchase order and approval by KI credit department. The QSP purchase order must be accompanied by the QSP purchase order cover sheet. Orders will only be processed as Quick Ship if all items on the order are included in the Quick Ship program. Quick Ship orders cannot be revised, cancelled, or returned. It is KI's intention to ship all QSP products within a period of 10 working days or less. Based on production capacity, KI reserves the right to cancel the Quick Ship Program without notice.

C.O.M. FABRIC REQUIREMENTS

Fabrics to be supplied by Customer must be approved by KI for upholster-ability and flammability prior to acceptance of Customer's purchase order. Customer shall submit to KI a one (1)-foot square sample swatch with Customer's purchase order. Following KI's approval of Customer's fabric, Customer must contact KI for exact production yardage requirements (1-800-454-9796, ext. 2707). Thereafter, Customer shall ship its fabric to the appropriate manufacturing facilities below. When supplying Customers own materials, it is the responsibility of the Customer to ship the materials to the correct KI manufacturing facility (as stated on the product pricing pages of KI price lists or on ki.com). Failure to ship the materials to the correct KI manufacturing facility will result in additional charges to the Customer for re-delivery of Customer's own materials to the correct KI manufacturing facility.

For products shipped from Green Bay, WI facility, ship material to:
KI Green Bay
Attn: C.O.M. Storage
1687 Westminster Drive - Gate 3
Green Bay, WI 54302

For products shipped from Manitowoc, WI facility, ship material to:
KI Manitowoc
Attn: C.O.M. Storage
1400 S. 41st St.
Manitowoc, WI 54220

For products shipped from Pembroke, Ontario facility, ship material to:
KI Pembroke
Attn: C.O.M. Storage
Pembroke, Ontario K8A6X7

For products shipped from Bonduel, WI facility, ship material to:
KI Bonduel
Attn: C.O.M. Storage
204 West South St.
Bonduel, WI 54107

For products shipped from Tupelo, MS facility, ship material to:
KI Tupelo
Attn: C.O.M. Storage
2112 South Green St.
Tupelo, MS 38804

For products shipped from High Point, NC facility, ship material to:
KI-HN
Attn: C.O.M. Storage
217 Feld Avenue
High Point, NC 27263

For products shipped from Ontario, CA facility, ship material to:
KI
Impress/Kismet
1110 S. Mildred Ave.
Ontario, CA 91761

CODE & FLAMMABILITY STANDARDS COMPLIANCE

Seating

- California Technical Bulletin 117. All seating products manufactured by KI meet or exceed the standards set forth in California Technical Bulletin 117 and are labeled accordingly.
- California Technical Bulletin 133. KI offers numerous products that can be manufactured to meet the flammability requirements set forth in California Technical Bulletin 133. For products to meet the requirements of the open-flame test, changes in materials are made. Restrictions are placed on fabric selections and product type. When ordering product to comply with California Technical Bulletin 133, the "FR" option must be selected in the model number string. Please see individual sections in the price list for additional cost and leadtimes, which vary between products.

Panels

ASTM E84 (equivalent to UL 723 and National Fire Protection Association NFPA 255) is the test method used to determine the Flame Spread and Smoke Developed Indices of the system, consisting of the core substrate, fabric covering, and adhesive. NFPA 101, for Life Safety Code, defines acceptable Flame Spread and Smoke Developed Indices that have been adopted by the federal and many state or local governments as law in the form of building codes and regulations. Panel cores have been judged acceptable for the use with UL Recognized Component Office Panel Fabrics. Contact KI for the current list of fabrics that are acceptable for use.

Style and Fabric Availability

Many styles can be manufactured to comply with TB 133, depending on the fabric content of a selected upholstery textile. When considering C.O.M. fabrics, submit the material attached to its composition description card to KI for approval. *Certain C.O.M. materials may require a sample burn test for certification. A sample product will be

built with C.O.M. material and tested. The cost of testing must be added to the cost of a test sample including appropriate upcharges to receive certification.

Pricing

TB133 requires special construction procedures, and an upcharge applies to each product ordered as such.

General Information

Specifications, test procedures and requirements pertaining to flammability regulations can change. KI will make every effort to keep our information and services pertaining to flame specifications up-to-date. However, we reserve the right to alter the products, fabrics/ leathers, or upcharges associated with any of the above or any other flame specifications.

MISCELLANEOUS Weights and Dimensions

All weights and dimensions listed in KI's price or product listings are approximate.

Statute of Limitations

Except as specifically set forth in these Terms, Conditions, Rights and Warranties, no claim arising out of or in connection with products purchased from KI, these Terms, Conditions, Rights and Warranties or any product warranty applicable to any KI product may be brought by Customer more than one (1) year after the cause of action on which it is based has accrued.

Jurisdiction and Venue

The interpretation and application of these Terms, Conditions, Rights and Warranties and any product warranties applicable to products purchased by Customer from KI shall be governed in all respects by the laws of the State of Wisconsin, U.S.A., without reference to the rules of any jurisdiction concerning conflicts of laws or the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Customer agrees that all disputes arising from the interpretation or application of these Terms, Conditions, Rights and Warranties or any product warranty shall be subject to the exclusive jurisdiction of and venue in the federal and state courts located in Green Bay, Wisconsin, or within Brown County, Wisconsin, U.S.A.; and Customer hereby consents to the personal and exclusive jurisdiction and venue of these courts.

Notification to KI

Except as set forth elsewhere in these Terms, Conditions, Rights and Warranties, all inquiries and correspondence to KI should be directed to:

KI
1330 Bellevue Street
P.O. Box 8100
Green Bay, WI 54308-8100
Phone: 1-800-424-2432

Force Majeure

KI shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or any other labor difficulty, act of God, act of any governmental authority or of Customer, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources, or failure of suppliers to meet their contractual obligations, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, KI reserves the right to extend the date of

delivery or time for completion by a period of time reasonably necessary to overcome the effect of such delay, to allocate any available supply of goods in a manner it deems reasonable, or to cancel any purchase order.

Product Warranties

These Terms, Conditions, Rights and Warranties may change from time to time. Purchases of products from KI shall be subject to KI's then current Terms, Conditions, Rights and Warranties which can be found at: www.ki.com/terms

■ Terms Conditions Rights and Warranties

Updated November 1, 2019



Furnishing Knowledge®

RIGHTS AND WARRANTIES

The following KI product warranty applies to products manufactured on or after November 1, 2019 and manufactured and/or distributed from a KI manufacturing site. This warranty is given to the initial purchaser and is valid for as long as the initial purchaser owns the product. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to KI within the applicable warranty period, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product. The Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day. KI products are not intended or warranted for outdoor use unless specifically stated for outdoor use.

EXCLUSIONS

This warranty does not cover:

- Failure resulting from normal wear and tear which is to be expected over the course of ownership.
- Any misuse, abuse or modification of the original product voids the warranty.
- Damage caused by carrier.
- Products that are exposed to extreme environmental conditions or that have been subject to improper storage.
- Alterations to product not expressly authorized by KI, nor to products considered to be of a consumable nature such as bulbs, light ballasts, and surge suppression products.
- Replacement parts are covered for two years or the balance of the original warranty, whichever is longer.
- Failure to apply, install, reconfigure, or maintain products according to published KI planning, assembly, cleaning instructions, or user guides.
- Customer's Own Material (i.e., material supplied by the Customer or procured by KI on behalf of the client that is not a standard KI product offering) used in the manufacture of KI products.
- Natural variations in wood grain; changes in surface finishes, including colorfastness, due to aging or exposure to light; matching of color, grain or texture, except to within commercially acceptable standards.
- Wrinkles, marks or scars occurring naturally in leather.
- Discoloration or degradation of all surface materials due to soiling, stains or dye transfer from clothing (including denim).
- Fabric properties including, but not limited to aging, colorfastness, shade variations, pilling, puddling/wrinkling or abrasions of textiles.

NOTATIONS

- Warranties and exceptions listed in the Accessories / Components section will apply to all applicable product warranties.
- Non-Standard Product has a one year warranty, unless the change is only cosmetic. If the product is non-standard due to a cosmetic change, the warranty is the same as the "base" product.
- Third Party Supplied Product (KI shall pass along any warranty it receives with respect to other manufacturer's products).
- Modification to UL Listed products eliminates the listing.
- KI reserves the right to request that the damaged product be returned for inspection prior to granting a remedy.
- KI will not be liable for consequential, economic (including loss of time or inconvenience), or incidental damages arising from any product defect.
- International Warranties may differ.

EXCEPT AS STATED ABOVE, KI MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY PRODUCT AND IN PARTICULAR MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR USE. AT KI'S OPTION, PRODUCT REPAIR, REPLACEMENT, OR REFUND OF PURCHASE PRICE IS THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY AND ALL PRODUCT DEFECTS.

■ Terms Conditions Rights and Warranties

Updated November 1, 2019



Furnishing Knowledge®

SURFACES - (refer to [KI Care and Maintenance Instructions](#))

Fabrics (includes all Woven, Polyurethane, Vinyl and Leather) - KI In-Grades and Pallas Textiles (excluding those below)	3
Laminate HPL- high pressure laminate (excluding markerboard)	15
Laminate LPL- low pressure laminate	5
Markerboard Laminate	3
Mesh	15
Pallas Haven and Pallas Juggernaut	5
Seamless Surface Membrane Press	5
Sure-Chek Moisture Barrier	3
Veneer	15

ACCESSORIES / COMPONENTS

Cable Management- Vertical Cable Manager	15
Casters	15
CPU Holders	15
Electrical Components- Active8, Ashley Duo, Isle Power Tower, Hiatus USB/120V, PowerUp, Qi, Undermount R8, USB Charger, Villa	15
Flat Screen Monitor Arms.	15
Foam	15
Glides (excluding Felt)	15
Glides- Felt	1
Keyboard Mechanisms	5
Lighting	5
Pneumatic Cylinder (except Cafeteria at 5 years)	12
Ruckus Totes and Tote Rails	5
Tablet Arm	15
Tattoo Screens	Lifetime
Universal Height-Adjustable Screens	10
Worksurface Embedded Storage- Flat Screen Garage, Smartlift	5

BENCHING SYSTEM

Connection Zone	Lifetime
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CAFETERIA FOLDING TABLES

CafeWay (except pneumatic)	15
Uniframe (except pneumatic)	15
Uniframe Tops with "Perfect Edge"	Lifetime
Pneumatic for CafeWay and Uniframe	5

CASEGOODS

Aristotle (excludes laminate)	Lifetime
Aristotle Laminate- LPL- low pressure laminate	5
Dante (excludes laminate)	Lifetime
Dante Laminate- HPL- high pressure laminate	15

DESKING

700 Series Desk	Lifetime
Instruct	Lifetime
Intellect Wave	15
Ruckus	15
True	Lifetime
WorkZone	Lifetime

■ Terms Conditions Rights and Warranties

Updated November 1, 2019



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DOLLIES

Caddies- Seating	15
Caddies- Tables	15

FILES AND STORAGE

(Storage warranties exclude drawer slides at 15 years)

Drawer Slides	15
700 Series Files and Storage	Lifetime
All Terrain	Lifetime
Balance	Lifetime
Connection Zone Storage	Lifetime
Ruckus Storage	15
Tattoo Storage	Lifetime
Universal Overhead	Lifetime
U Series	Lifetime

FOLDING CHAIRS

Auditorium Folding Chairs	5
Design Line	5
Front Row Seating	5
All Other Steel Folding Chairs	5

INSTITUTIONAL SEATING/TABLES

Banquet Tablets- Emissary, Heritage, Premier	5
DuraLite	5
Fixed Leg Table- Oxford	5
ValueLite	5

LECTERN

Wharton	10
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LIBRARY FURNITURE

CrossRoads	15
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MARKERBOARDS (vertical dry-erase surfaces)

Connection Zone Mobile Screen	5
All Other Markerboards	5

OCCASIONAL TABLES

Affina	Lifetime
C-Table	15
Calida	Lifetime
Flex	Lifetime
Hub	Lifetime
Lyra	Lifetime
MyPlace	Lifetime
MyWay	Lifetime
Sela	Lifetime
Soltice	Lifetime
Soltice Metal	Lifetime
Sway	Lifetime

PATIENT ROOM SEATING**Bariatric**

Affina	Lifetime
Perth	Lifetime
Soltice	Lifetime
Soltice Metal	Lifetime

Gliders

Affina (excludes glider mechanism)	Lifetime
Perth (excludes glider mechanism)	Lifetime
Soltice (excludes glider mechanism)	Lifetime
Glider Mechanism	10

Hip Chair

Affina	15
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Patient Chairs

Affina	Lifetime
Perth	Lifetime
Rose	15
Soltice	Lifetime
Soltice Metal	Lifetime

Recliners

Affina (excludes recliner and central locking mechanism)	Lifetime
Perth (excludes recliner and central locking mechanism)	Lifetime
Soltice (excludes recliner and central locking mechanism)	Lifetime
Recliner Central Locking Caster Mechanisms	5
Recliner Mechanism	10

Sleepers and Daybeds

Affina (excludes sleeper mechanism)	Lifetime
Hiatus Sleeper Bench (excludes sleeper mechanism)	Lifetime
Hiatus Seamless Surface Components	5
LaResta Daybed (excludes daybed mechanism)	Lifetime
Perth (excludes sleeper mechanism)	Lifetime
Soltice (excludes sleeper mechanism)	Lifetime
Sleeper and Daybed Mechanisms	5

RESIDENCE HALL FURNITURE

RoomScape	Lifetime
Mattresses	5

SEATING**Auditorium Seating**

Concerto	15
Extol	15
Lancaster	15

Benches

Kurv	15
Neena	15

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Updated November 1, 2019



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SEATING

Classroom

Intellect Wave	15
Ivy League	15
Learn2	15
Ruckus	15

Fixed Seating / Lecture Hall

Jury Base	15
Seminar Tables	15
Sequence	15
Sequence HD	15
Single Pedestal	15
University	15

Guest Seating

Affina	Lifetime
Bantam	Lifetime
Doni Guest	15
Impress Guest	15
Impress Ultra Guest	15
Itoki DP	15
Jubi	15
Katera	15
Perth	Lifetime
Sift Guest	15
Soltice	Lifetime
Soltice Metal	Lifetime
Voz (non-stacking)	15

Lounge

Affina	Lifetime
Arisa	Lifetime
Calida	Lifetime
Connection Zone Privacy Booth	Lifetime
Hub	Lifetime
Jessa	Lifetime
Lyra	Lifetime
MyPlace	Lifetime
MyWay	Lifetime
Sela	Lifetime
Soltice	Lifetime
Soltice Metal	Lifetime
Sway	Lifetime
Tattoo Slim	Lifetime
Tea Cup	Lifetime

■ Terms Conditions Rights and Warranties

Updated November 1, 2019



Furnishing Knowledge®

SEATING

Multiple Seating

Affina	Lifetime
Perth	Lifetime
Promenade - indoor	15
Promenade - outdoor	3
Soltice	Lifetime
Soltice Metal	Lifetime

Stack and Nesting

Apply	15
Doni Stack	15
Grazie Stack	15
Maestro	15
Matrix	15
Opt4	15
Rapture	15
Ruckus	15
Silhouette	15
Strive Stack	15
Torsion Stack	15
Torsion Air Stack	15
Torsion on the Go!	15
Versa- standard, conference, and basic	15
Versa XL	15
Xylon	15

Stools

600 Series	15
800 Series	15
Ivy League Stools	15
Medical and Laboratory Stools	15



SEATING

Tandem

Doni Tandem	15
Grazie Tandem	15
Strive Tandem	15
Torsion Tandem	15

Task

Apply Task	15
Altus	15
Avail	15
Doni Task	15
FourC	15
Grazie Task	15
Impress	15
Impress Ultra	15
Intellect Wave Task	15
Oath	15
Pilot	15
Ruckus	15
Sift	15
Strive Task	15
Torsion Task	15
Torsion Air Task	15
Voyant Conference and Task	15

SYSTEMS

Panel Systems

StudioWorks	Lifetime
System 3000	Lifetime
Unite	Lifetime
WireWorks	Lifetime

Power Distribution System

Trellis	Lifetime
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■ Terms Conditions Rights and Warranties

Updated November 1, 2019



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TABLES - contract

Athens	Lifetime
Barron	Lifetime
Backbone	Lifetime
DataLink System	Lifetime
Enlite	Lifetime
Flat Screen Garage (excludes worksurface embedded storage)	Lifetime
Genesis- fixed	Lifetime
Genesis- height adjustable	5
Hurry Up!	Lifetime
Inquire	Lifetime
InTandem	Lifetime
Intellect Activity Table	Lifetime
Pillar	Lifetime
Pirouette	Lifetime
Portico	Lifetime
Serenade	Lifetime
Smart Lift (excludes worksurface embedded storage)	Lifetime
Tattoo	Lifetime
Toggle- fixed	Lifetime
Toggle- height adjustable	10
Trek	Lifetime
WorkUp- fixed	Lifetime
WorkUp - height adjustable	5

WALLS

Evoke	10
Genius	10
Lightline	10

The following products are discontinued.

Please contact KI customer service to verify warranty status. 1-800-424-2432

1000 Series	Darwin	Ivy League IL50 Laminate Top Desk	Rado Occasional Table
20 Series Table Boss Design	DataLink MP	Ivy League Max, Plus	Reclaim Receptacles
200 Series Boss Design	DaVinci	Jovi	Relax
360 Degree Classroom Furniture	Daybed	Junior Tables	Sapphire/Precedence
400 Series Boss Design	Daylight	Kismet	Seneca
600 Series Boss Design	Delsanti Casegoods	Laptop Garage	SmartTouch Files (900 Series)
6000 Series chairs	Devon Occasional Tables	Logix Seating System	Soltice Folding Chair
6100 Series Boss Design	Dorsal Stack	Lido Lounge Seating	Sterling
6200 Series Boss Design	Dorsal 1090	Lola Lounge Seating	Sustain
700 Series Folding Chair with tablet arm	Dorsal Student Desk	Madison	Synthesis
734G (Ganging versions)	Dorsal Tandem	Mesa Lounge	SystemsWall
ADD Companion, Tandem, Raphael	DuraMesh Folding Chair	Mesa Task Chair	Three Collection
ADD Stacker	Durastack	M16	Trendmaster
Aerdyn	E Series Storage	Mondial	Velo
Allude	Eden	Neena Lounge Seating	Venue
Amadeus Collection	Engage	Next Connect Electrical System	Versa Junior
Archive	Ess	Novite	Vertebra Institutional
Aria	Essex	Olympia	Warren
Aston Guest Chair	Flex Collection (seating and tables)	On Task	Xclaim
Berlage	Flexible Workspace	Orlo Occasional Tables	Zylo
Bonn	GateOne	Perry	
Briar Collection	Glimmer Stack and Task	Piretti 2000	
Bruen	Grand Salon Lounge Seating and Bench	Piretti Stack	
Canaan	Hancock Bench	Plaza	
Cinturon Lounge Seating	Hi5 Spectator Seating	Pomfret Lounge Seating and Guest Chair	
Cinturon Task Chair	Impulse	PowerComm Premier 72" Round Table	
Cody	Intellect Classroom Furniture Collection	Premier Folding Bench	
Connect Electrical System	Itoki DD	Prosper	
Dance	Ivey	Quatro Guest Chair	



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Green Bay WI Office 111 N. Washington Street, Suite 300 Green Bay WI 54301 USA	CONTACT NAME: PHONE (A/C. No. Ext): (920) 437-7123 FAX (A/C. No.): (920) 431-6352 E-MAIL ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Cas Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER B: The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Cas Co of America	25674	INSURER B: The Phoenix Insurance Company	25623	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Krueger International Inc. 1330 Bellevue Street Green Bay WI 54302 USA	INSURER A: Travelers Property Cas Co of America		25674												
	INSURER B: The Phoenix Insurance Company		25623												
	INSURER C:														
	INSURER D:														
	INSURER E:														
	INSURER F:														

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570082649051 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TJ-EXGL-8E082519-TIL-20 SIR applies per policy terms & conditions	07/01/2020	07/01/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			TJ-CAP-8E082520-TIL-20	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$10,000			ZUP-81M61183-20-NF	07/01/2020	07/01/2021	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-5P312448-20-51-K	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570082649051

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sample certificate for: - Krueger International, Inc., also known as KI in the marketplace.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE CERTIFICATE SAMPLE CERTIFICATE SAMPLE CERTIFICATE WI 54308 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>