

REGION 4 EDUCATION SERVICE CENTER (ESC)

Contract # R240109

for

FURNITURE, INSTALLATION, AND RELATED SERVICES

with

KRUEGER INTERNATIONAL, INC.

Effective: December 17, 2024

The following documents comprise the executed contract effective: December 17, 2024

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP
- III. Request for Proposal and Any Addenda, incorporated by reference

APPENDIX A

CONTRACT

*This Contract ("Contract") is made as of December 17, 2024 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 24-01 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 initial 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 in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

- 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.
- 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 for a period of up to one year beyond the term of the Contract. Notwithstanding the foregoing, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.
- 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.
- 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.
- 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.

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 1330 Bellevue St

City/State/Zip Green Bay, Wi 54302

Telephone No. 920.468.8100

Email Address quote@ki.com

Printed Name Guy Patzke

Title Assistant Secretary

Authorized signature 

Accepted by Region 4 ESC:

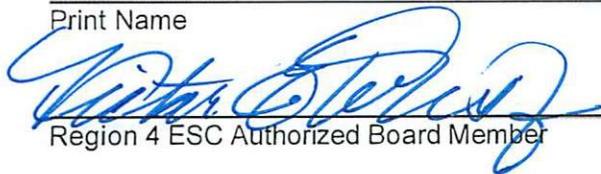
Contract No. R240109

Initial Contract Term 12/17/2024 to 10/31/2027


Region 4 ESC Authorized Board Member

 12/17/2024
Date

 Linda Tinnerman
Print Name


Region 4 ESC Authorized Board Member

 12/17/2024
Date

 Victor E. White
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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

- X 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
14) Delivery Page 4	Conforming product shall be shipped within 7 days of receipt of Purchase	Conforming product shall adhere to standard product lead-times. Purchasing Agency will be notified of product leadtimes	OK, consistent with current contracts
	Order. If delivery is not or cannot be made within this time period, the Contractor must receive	at time of quote. If delivery is not or cannot be made within this time period, the Contractor must receive authorization	
	authorization for the delayed delivery. The order may be canceled if the estimated shipping	for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. Products quoted as	
	time is not acceptable. All deliveries shall be freight prepaid, F.O.B.	"Delivered Pricing" shall be "F.O.B. Origin," and freight charges are based on shipments to the 48 U.S. contiguous states unless otherwise clearly stated in writing.	
	Destination and shall be		
	included in all pricing offered unless otherwise		

clearly stated in writing.

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
15) Inspection & Acceptance Page 4	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.	If defective or incorrect material is delivered, Region 4 ESC may agrees to notify Contractor of their intent to return and provide Contractor with the opportunity to inspect prior to return. may	New
	The Contractor agrees to pay all shipping costs for the return shipment.	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	
	Contractor shall be responsible for arranging the return of the defective or incorrect material.	for arranging the return of the defective or incorrect material.	

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

- X 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
16) Payments Page 4	Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice. Payment on all invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice.	OK consistent with current contracts
18) Audit Rights Page 5	4th sentence of paragraph - 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.	4th sentence within paragraph - 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 no charge to the Contractor. Should the audit find an egregious act, both parties can discuss the course of action through contract terms.	OK consistent with current contracts

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

08/13/24 Review

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Exhibit A Response for National Cooperative Contract			OMNIA Partners to discuss with KI
1.0 Scope of National Cooperative Contract			
1.5 Objectives of Cooperative Program Page 4	B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;	B. Establish the Master Agreement as one of the Supplier's primary go to market strategy to Public Agencies nationwide;	Consistent with current contract offering.
2.0 REPRESENTATIONS AND COVENANTS			
2.1 Corporate Commitment page 4	(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies,	(2) the Master Agreement is one of Supplier's primary "go to market" strategy for Public Agencies,	Consistent with current contract offering.

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
2.0 REPRESENTATIONS AND COVENANTS			Consistent with current contract offering.
2.2 Pricing Commitment	Supplier commits the not-to-exceed pricing	Supplier commits the not-to-exceed pricing	
Page 4/5	provided under the Master Agreement pricing is its lowest available (net to buyer)	provided under the Master Agreement pricing is its lowest available (net to buyer)	
	lowest available (net to buyer) to Public Agencies nationwide and further	to Public Agencies nationwide based on the Master Agreements specific requirements which include the negotiated terms and conditions and further commits	
	commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing	that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	
	to that Participating Public Agency under the Master Agreement.		

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
2.0 REPRESENTATIONS AND COVENANTS			Consistent with current contract offering.
2.3 Sales Commitment Page 5	Supplier commits to aggressively market the Master Agreement of 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. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement.	Supplier commits to aggressively market the Master Agreement as one of its go to market strategy within 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. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier 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 Supplier were not awarded the Master Agreement.	
	Supplier 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 Supplier were not awarded the Master Agreement.		

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
3.0 SUPPLIER RESPONSE			
3.3 Marketing and Sales Page 8	F. 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. All sales materials are to use the OMNIA Partners logo.	F. 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. All sales materials are to use the OMNIA Partners logo. Seperate communications will be presented and posted providing a Public Agency updates on their procurement options. At a minimum, the Supplier's sales initiatives should communicate:	Consistent with current contract offering.
	At a minimum, the Supplier's sales initiatives should communicate:	i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency	
	i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency	ii. Best government pricing	
	ii. Best government pricing	iii. No cost to participate iv. Non-exclusive	

iii. No cost to participate
iv. Non-exclusive

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
3.3 Marketing and Sales Page 9	M.To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract.	M. To the extent Supplier guarantees projected minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales shipped and factored on the product cost only and the Guaranteed Contract Sales. (Freight, install and commissions excluded).	Consistent with current contract offering.
3.3 Marketing and Sales Page 9	N. 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 issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.	N. 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.	Consistent with current contract offering.

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
	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).	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). 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.	Consistent with current contract offering.
	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 alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. 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.	Consistent with current contract offering.

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		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.	Consistent with current contract offering.
Exhibit B Administration Agreement, Example			
Administrative Fee, Reporting & Payment Page 4	13. Supplier shall provide OMNIA Parnters with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar Month.	13. Supplier shall provide OMNIA Parnters with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales shipped for each calendar Month.	OK belongs under #12



24-01 Addendum 6

Krueger International, Inc.

Supplier Response

Event Information

Number: 24-01 Addendum 6
Title: Furniture, Installation, and Related Services
Type: Request for Proposal
Issue Date: 4/11/2024
Deadline: 6/13/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE #2

**Meeting to be held on
Wednesday, May 1, 2024 at 10:00 am CST
via ZOOM. Click [here](#) to join.**

Meeting to be held on
**Wednesday, April 24, 2024 at 10:00 am
via ZOOM. Click [here](#) to join.**

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092

Email: questions@esc4.net

Krueger International, Inc. Information

Address: 1330 Bellevue St
Green Bay, WI 54302
Phone: (920) 468-8100
Web Address: www.ki.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Kelli Plamann

Signature

Submitted at 6/10/2024 11:18:20 AM (CT)

KELLI.PLAMANN@KI.COM

Email

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Attachment 1. OFFER AND CONTRACT SIGNATURE FORM.pdf

Appendix B - Terms & Conditions Acceptance Form

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Attachment 2. Appendix B - Terms & Conditions Acceptance Form.pdf

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Attachment 3. Acknowledgment and Acceptance of Region 4 ESCs Open Records Policy.pdf

OMNIA Partners - Exhibit F Federal Funds Certifications

Please complete the OMNIA Partners - Exhibit F Federal Funds Certifications, located on the Attachments tab, and upload the completed documents here.

Attachment 4. OMNIA Partners - Exhibit F Federal Funds Certifications Form.pdf

Value Add

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Attachment 5. Value Add.pdf

Antitrust Certification Statements

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Attachment 6. Antitrust Certification Statements.pdf

Certificate of Interested Parties (Form 1295)

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Attachment 7. Certificate of Interested Parties (Form 1295).pdf

Diversity Program Certifications

If there are any diversity programs, provide a copy of their certification.

No response

Minority Women Business Enterprise Certification

Please upload Minority Women Business Enterprise Certification if applicable.

No response

Submit FEIN and Dunn & Bradstreet report.

Attachment 10. W-9 2024 and D&B Report.pdf

Upload FEIN and Dunn & Brandstreet report here.

Products and Pricing

Attachment 11. Region 4 OMNIA Products Discounts_24-01.xlsx

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification*No response*

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Historically Underutilized Business (HUB) Certification*No response*

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Texas Government Code 2270 Verification Form

Attachment 14. Texas Government Code 2270 Verification Form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

Additional Agreements Offeror will require Participating Agencies to sign.*No response*

Upload any additional agreements offeror will require Participating Agencies here.

Historically Underutilized Business Zone Enterprise (HUBZone)*No response*

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder

Attachment 17. 64. Diversity Programs - KI Minority (MWBE) Subcontracting Plan - 2024.pdf

Please upload other recognized diversity certificate holder if applicable.

OMNIA Partners - Exhibit F Federal Funds Certifications

Attachment 4. OMNIA Partners - Exhibit F Federal Funds Certifications Form.pdf

Please complete the OMNIA Partners - Exhibit F Response for National Cooperative Contract located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance

Attachment 19. OMNIA Partners - Exhibit G New Jersey Compliance Form.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

Response Attachments

Attributes 39. Safty - Osha Log 2023.pdf

Safety Review

Attributes 40. Environmental - 2023_KI SocialResponsibilityReport.pdf

2023_KI Social Responsibility Report

Attributes 86. Marketing Example - KI Ergo Flyer.pdf

Marketing Example

Attributes 92. Sales Force - KI Division-Pallas Sales and Marketing.pdf

KI Sales Force

OMNIA Partners - Exhibit E Sample Contract Sales Reporting Template KI.xlsx

Sample Contract Sales Reporting

Attributes 9. White Paper - Infinity From KI_ An Agile Design Solution.pdf

Personalized Products

Attributes 47. Region4 OMNIA Approved Dealers&DRs&AC May 2024.xls

Authorized Subcontractors

Bid Attributes

1 Oral Communication

Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

I have read and agree.

2 Scope of Work

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.

I have read and agree.

3 Terms and Conditions

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.

I have read and agree.

4 Products/Pricing - Upload on Response Attachments Tab

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. 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, the 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. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. 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)

5 Is pricing available for all products and services?

Yes

No

6 List the category or categories you are offering.

Systems Furniture, Freestanding Furniture, Seating/Chairs, Soft Seating, Filing Systems, Storage and Equipment, Technology and Esports Support Furniture, Library Furniture, Health and Science Furniture, Cafeteria Furniture, Learning Spaces Furniture, Educational Office Furniture, Career/Technical Education Furniture, Music/Auditorium/Theater/Performing Arts, Wall and Ceiling Solutions, Privacy Pods, Phone, Sound Isolation Rooms and Furniture Booths, Interior Solutions, Related and Ancillary Products, Accessories, and Solutions, and Services and Support Solutions

7 Furniture Offerings

New, Used, Parts, Accessories, Service and Repair, Trade-Ins, Leasing/Financing and providing pricing structure for each of these items.

KI will be providing new product pricing from our portfolio which 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, Steel storage systems, panel systems and more. KI will also be providing pricing for Service and repair of our products, and the Option to lease/financing.

8 Minimum Quantities

Describe any minimums quantities.

KI does not require any minimum order quantities.

9 Custom or special orders

What is the ability to provide custom or special order furniture products? Include catalogs and any fees related to custom or special orders.

BEYOND THE BROCHURE Sometimes you want a little more freedom in terms of space planning and aligning the designed environment with your brand and culture. When the standard product brochure offering doesn't quite support your way of working, learning, or healing, ask us for a personalized solution. Whether you want to modify an existing product or develop something that doesn't yet exist, we can offer you the design freedom you're seeking. 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, nearly 20 percent of all KI sales are personalized solutions compared to an industry standard of approximately 1 percent. WE EMBRACE CUSTOMIZATION Through listening, observing, and collaborating, then using our unique design and manufacturing capabilities, we're able to create personalized furniture solutions that fit your exact specifications and needs.

10 Describe ordering methods, tracking, and reporting.

KI uses the tools of Salesforce.com to store Region4/OMNIA contract terms and discounting. When the contract number is entered, Salesforce.com automatically applies the correct pricing to quotes. Each Region4/OMNIA purchasing option and tier has a unique contract number to ensure proper costing is populated based on the customer requirements. KI's inside sales team and dealers collaborate through the Salesforce.com system. Customers can choose to order direct from KI or through approved dealers, always receiving the contracted discount. The unique contract number is noted on quotes and purchase orders. The system has programing written to scan for the use of the Region4/OMNIA contract and accrue the administration fee for future reporting and payment. KI's Contract Management department also runs quarterly reports for compliance and admin fees. KI continually enhances its processes to improve customer experience.

1
1 **Shipping Costs**

Describe any shipping charges.

1. Describe delivery charges along with definitions for:
 - a. Dock Delivery
 - b. Inside Delivery
 - c. Deliver and Install

Drop Ship Orders: Delivery is included from the supplier to the dock of the member's location. KI installation isn't required except for Architectural products (Auditorium/Theater, Walls and Spacesaver), which are project-specific and incur extra costs for freight and installation. Inside Delivery: Includes delivery to the dock. Customers cover additional fees for special equipment, inside delivery, moving items beyond the dock, or absence of a loading dock. Delivered & Installed: The manufacturer handles delivery, installation, unpacking, and setup as per member instructions. Products are ready for use upon completion. Pricing Details: Includes delivery, installation, and waste removal. Based on non-union labor during standard hours. Extra charges apply for prevailing wages or extended installation. Stair carries are not covered. KI isn't liable for hardwiring or connecting phone/data lines. Installations require clear and prepared areas. Additional costs may apply if conditions a

1
2 **Warranty Pricing**

Provide pricing for warranties on all products and services.

We design all our products for longevity and guarantee them with our commitment to durability. KI provides an industry-leading warranty—lifetime for many—so you not only get the best products; you also get the peace of mind that comes from relying on the trusted expertise of KI. KI does not charge for warranties.

1
3 **Describe any return or restocking fees.**

Product conforming to the specifications contained in KI's acknowledgment 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.

1
4 **Discounts or Rebates**

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

KI's pricing policy is to always provide the "BEST PRICE" on all its products, which eliminates the need for rebates, incentives, or additional discounts. It is the KI intent to provide Region4/OMNIA and its members with the "BEST PRICE", based on the terms and conditions, as documented in the Pricing offer.

1
5 **Verification of Contract Pricing**

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 gets a unique number, which is used in their quoting tool to apply the correct product discounting. Purchase orders should include this contract number for reference. Salesforce.com isn't just a tracking tool; it's a communication hub for KI's account team. It allows real-time access to key information, including contacts, pricing, and project updates. Members can also send in quotes they received to have pricing verified by the Region 4/OMNIA Supplier Contacts listed on the supplier portal page within the OMNIA Partners site. We are here to help with any questions a member may have.

16 **Payment Methods**
Describe payment terms and methods offered. Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

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 is available.

17 **Frequency of Pricing Updates**
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. Updates may be no more frequently than quarterly.

KI will be offering a catalog contract, providing, and holding a percentage discount off the KI published Price Lists. Discounts will vary depending on product lines offered. 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.

18 **Future Product Introductions**
Describe how future product introductions will be priced and align with Contract pricing proposed. What is the proposed frequency for new product introductions?

KI does have new furniture or existing furniture line extension introductions every year, when new introductions are made and offered to Region4/OMNIA discounting will fall in line with current category discounting.

19 **Are repurpose or end of life programs offered? If so, explain the process.**

PRODUCT END-OF-LIFE OPTIONS At KI, we understand the way environments change and how the needs of our customers evolve. To support this continual evolution, we offer assistance in the removal, repurposing, resale or recycling of used or unneeded products. KI can also assist with brokering furniture from other manufacturers. Details of this service are given on a product-by-product basis and are tailored as needed. By producing products that are reconfigurable such as architectural walls and panel systems, KI acts as a responsible steward of the environment, promoting the reuse of products rather than the proliferation of landfills. DISASSEMBLY INSTRUCTIONS KI offers disassembly instructions for products to allow quick and simple identification of materials for recycling at the end of the product lifecycle. KI manufactures furniture with recyclable materials whenever possible so that the furniture components may be recycled instead of added to a landfill.

20 **Are product loaner programs available? If so, explain the requirements.**

Being a just-in-time manufacturer, KI does not have readily available products on a shelf ready for use. KI would review each request and work with the member, to come up with an agreeable solution or plan for providing products possibly through our Quick Ship Program.

21 **Describe experience with Prevailing Wage and Bacon-Davis.**

Should you need assistance with fulfillment, KI offers a comprehensive service package and provides installation, warranty and repair work as well as warehousing. KI does have access to union, non-union, and MBWE installation crews and works on projects requiring Prevailing Wage/Bacon-Davis on a daily basis across the country.

2
2 **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 structure is not acceptable.

2
3 **Special Offers/Promotions**
In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the no-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

2
4 **Federal Funding Pricing**
Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.
 Agree
 Disagree

2
5 **Appendix D, Exhibit A, OMNIA Partners Response for National Contract**
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.

2
6 **Appendix D, Exhibit B, OMNIA Partners Administration Agreement**
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.

2
7 **Appendix D, Exhibits F and G**
Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

2
8 **Emergency Orders**
Describe how Offeror responds to emergency orders.
Quick Ship Programs - Abbreviated lead-times are available for a few 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 seven day or less 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.

2
9 **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.

30 **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 – 95.6% YTD 2024. KI sets a goal for on time shipping on a yearly basis, the goal for 2024 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.

31 **Describe Offeror's history of meeting the shipping and delivery timelines.**
Quality is something you can see and feel. Service, however, is a bit more intangible. To show our service is extraordinary, simply stated, all KI product lines will ship on or before the KI acknowledged Promised Ship Date (PSD). The project coordinator will work with Region4/OMNIA contacts to outline the Terms& Conditions to this guarantee based on the specific fabrics and finishes, styles and options can be met and are available according to the timeline. KI has lead times that are set for each product line, this lead time represent the time from receipt of a purchase order to shipment from our manufacturing facility.

32 **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.

33 **Describe Offeror's ability to meet service and warranty needs.**
The KI Services installation offices and warehouses are located throughout the United States. This allows KI Services to respond to customer needs in a quick and efficient manner. The KI Services team is comprised of customer focused, factory trained Regional Managers, Installation Supervisors and Certified Installers. KI Services Certified Installers are selected prior to installation and ONLY certified installers are used on KI Service installations. KI Services and/or our certified dealers will work on all Warranty issues and needs.

34 **Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**
KI Customer Support Philosophy: We prioritize transparency, sincerity, and integrity. Each KI employee embodies these values, treating your concerns uniquely. Our Quick Response Initiative ensures issues are addressed within 72 hours, involving management and our CEO if needed. Customer Service Contact: For changes to orders, call 800-424-2432 (Mon-Fri, 7:30 a.m.-5:00 p.m. CST) or email SalesOps@ki.com. Provide your purchase order number for quick assistance. Changes can include shipping address, delivery date, contact name, product details, and more. Conditions apply, but we strive to meet your needs.

35 **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 is available.

36 **Transition Plan**
Describe Offeror's contract methodology/implementation/customer transition plan.
KI has an existing contract with Region4 ESC/OMNIA 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.

37	<p>Describe the financial condition of Offeror.</p> <p>Annual sales for the three previous fiscal years. 2021 - \$638,173,000 2022 - \$738,920,000 2023 - \$763,435,000</p>
38	<p>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.</p> <p>KI.com is a comprehensive resource offering detailed product info, design tools, and insights into market trends. It's designed to be accessible, adhering to WCAG 2.0 AA standards, with features like keyboard navigation, ARIA roles, and text alternatives for content. The site supports various disabilities with non-autoplaying media, clear titles, and responsive design. Product pages provide specifications, 3D symbols, and customization options. Each market segment has dedicated pages with white papers and videos. The Order Status portal offers a user-friendly interface for tracking orders. SEE IT SPEC IT allows real-time visualization of products, while "My KI" personalizes the experience. The KI Blog shares insights from company leaders, and VR tools offer immersive previews of spaces. Visit KI.com for a seamless, informative experience.</p>
39	<p>Describe the Offeror's safety record.</p> <p>Because KI considers employees our most valuable asset, we maintain a 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 our performance around employee health and safety. The primary goal of the KI 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. A health and safety committee with joint representation can facilitate a positive health and safety culture. The use of committees is one way to involve workers in driving the improvement of occupational health and safety in the workplace. KI's YTD 2023 Safety Incident – 0.8964.</p>
40	<p>Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?</p> <p>We recognize and embrace our responsibility to safeguard human health, preserve natural resources and protect the environment. Sustainability is a strong part of who we are, and it starts with "the green behind the red" icon — a symbol of our ongoing mission to Impact Less. In fact, the more you look behind the red, the more you'll find green in everything we do. KI's Social Responsibility Report 2023 has been submitted for your review.</p>
41	<p>Describe any social diversity initiatives.</p> <p>KI is dedicated to fostering a respectful, professional work environment free from discrimination. Our policies ensure equal employment opportunities for all, regardless of race, religion, gender, or other protected classes. We collaborate with diversity organizations and review our Affirmative Action plan annually to enhance outreach efforts. Our commitment extends to accommodating diverse concerns and promoting personal and professional growth for all employees.</p>
42	<p>Provide example(s) of general guidance on executing strategies for successful adoption of new polices, processes and procedures.</p> <p>KI operations follow ISO 9001 certification process: KI operations are derived from our ISO 9001 certification process and any changes are reviewed, piloted, and documented as required. KI adapts to customer demand and process improvements: KI can review and modify its policies, processes, procedures or terms and conditions based on customer demand, continual process improvements, or changes in technology. KI works with Contract cooperatives such as OMNIA: Historically, KI and OMNIA have a mutually agreed process that meets the terms and conditions of the contract and ensures a successful process moving forward that has proven year on year growth.</p>

4 3 Provide a brief history of the Offeror, including year it was established and corporate office location.

KI, since 1941, has gone beyond furniture manufacturing. We listen, learn, and help create inspiring spaces for people. Our human-centered design philosophy tailors' products to your needs, making a difference in lives. KI: Your environment, your brand, your people. KI Corporate 1330 Bellevue Street Green Bay, WI 54302 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. FURNISHING KNOWLEDGE 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.

4 4 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.

4 5 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 includes 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.

4 6 Describe the experience and qualifications of key employees.

While you will have one main point of contact, an entire team will be working on your behalf. The cross functional team includes tenured industry professionals who specialize in executing large and complex projects. The team is selected based on your needs, so in addition to your sales representative and customer service representative, team members from design, manufacturing, finance, or other areas may get involved. Your sales specialist/Dealer are based out of your geographic area and can respond to your needs in person. These individuals will work with you one-on-one to develop account management plans, discuss projects in progress, and perform site reviews among other things.

4 7 Authorized Distributors/Dealers Listing

Provide a current Authorized Distributors/Dealers Listing. Provide the names and addresses of each authorized distributor/dealer by geographical area. Do not include certification documents with response. Participating agencies may obtain certification documents upon request.

1. Propose the frequency of authorized distributor/dealer updates.
2. How are participating public agencies able to confirm who are the Authorized Distributors/Dealers for the contract offering?

Dealer Network- KI has over 400 approved dealers, 50 approved dealer representatives, and over 30 Area Contractors/Distributor dedicated to the Region4/OMNIA contract that are located throughout the United States. They have the full support of each of the District Leaders at each of the 25 locations. Please find the attached Dealer/DR listing for your review. 1. KI would like to add an authorized dealer whenever the need would arise. KI District Leaders would have to give approval before a request would go to Region4/OMNIA for the dealer addition. 2. All KI approved dealers would be listed on its website so Participating Public Agencies may easily conduct their due diligence for checking to see if a Dealer is listed, but KI will also check to see if a dealer requesting a quote for a member is on the approved listing before quoting. Quotes are not provided to anyone not listed on our approval list.

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

49 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.

50 References

Provide a minimum of 3 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.

Entity Name - DALLAS COLLEGE Contact name - Andrea Meyer, Interior Designer Phone - 214-860-2787 Email - ameyer@dallascollege.edu Location – Dallas, TX Years serviced – 2023 Description of services - Manufacture and installation of institutional furniture. Annual volume - \$200K Entity Name – RICHARDSON INDEPENDENT SCHOOL DISTRICT Contact name - Melanie Rhea, PMP, Facility Services/Environmental Mgr. and FF&E Phone - 214-315-3613 Email - melanie.rhea@risd.org Location - Richardson, TX Years serviced - 2023 Description of services - Manufacture and installation of institutional furniture. Annual volume - \$250K Entity Name - University of Houston Contact name - Constance Hammack, Sr Facilities Designer Phone - 713-743-7461 Email - chammack@uh.edu Location – Houston, TX Years serviced - 2023 Description of services - Manufacture and installation of institutional furniture. Annual volume – \$150K

51 Value Add

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

Value-added features for KI's full line Submittal: 1. Infinity From KI: This design process allows you to create personalized solutions that align with your unique vision. It empowers bold, new product realities by value engineering them from the start. Explore the limitless possibilities through the Infinity From KI process. 2. Square Foot Calculator: Estimate costs instantly for various spaces, from single rooms to entire buildings. Input quantities per layout to automatically generate the estimated cost per square foot for budgeting purposes only. 3. KI Wall Education Program: Enhance your knowledge about walls through classroom training, on-site sessions, webinars, and on-demand classes. 4. Space Auditing: Maximize existing space utilization with the assistance of a KI representative who visits the site in person. 5. In-Service Program: Receive on-site training for KI products at each location, covering hands-on training and best practices.

52 Value Add

Furniture and related products not noted in categories can be included as a Value Add, include any fees such as installation, delivery options, setup/cleaning, design/layout, custom, special orders, etc.

53 Competitive Range

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

5 4 Past Performance
An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

5 5 Additional Investigations
Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

5 6 Supplier Response
Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

5 7 Brief history and description of Supplier to include experience providing similar products and services.
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. 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. Their extensive product range includes architectural walls, desking systems, seating, and more. By offering national, state, and local contracts, KI empowers customers with efficient purchasing options. Engaging with contracts and cooperative purchasing agreements is among the most efficient and economic ways to purchase furniture and provides greater opportunities for you to engage with us.

5 8 Total number and location of salespersons employed by Supplier.
Your sales specialists are out of your geographic area across the United States and can respond to your needs in person. This person will work with you one-on-one to develop account management plans, discuss projects in progress, and perform site reviews among other things. The sales specialist can also engage, when necessary, with his or her district sales leader who can provide account support while ensuring project integrity from start to finish. Field Reps: 165 KI's centralized approach to project management offers you a variety of critical benefits including: • Intimate project knowledge and local representation • Single point of contact with direct access to team members from supporting departments To ensure your project goes smoothly, your Salesperson will engage with a network of people located at our headquarters in Green Bay, Wisconsin including: Project Coordinator, AutoCAD/Design, Technical Support, and Design Services.

5 9 Number and location of support centers (if applicable) and location of corporate office.
Known for our trusted expertise, we offer maximum value and personalized support. When you partner with KI, you receive more than just award-winning furniture. You receive personalized support with sustained service and maximum value. It's all part of our brand promise of "furnishing knowledge" to bring you a level of trusted expertise based on market-leading insights, in addition to incredible product durability, to ensure success in every single step of your project. Dedicated Customer Service We've curated the information in this section to help you find the answers you need, on your time. Click on the Customer Service menu to get started. For immediate support Monday through Friday between 7:30 a.m. and 5:00 p.m. CST, give us a call at 800-424-2432 or complete the form below. CORPORATE HEADQUARTERS Green Bay, Wisconsin Employees: 477.

6 0	Annual sales for the three previous fiscal years. \$638,173,000
6 1	Annual sales for the three previous fiscal years. \$738,920,000
6 2	Annual sales for the three previous fiscal years. \$763,435,000
6 3	Describe any green or environmental initiatives or policies. SUSTAINABLE PRACTICES We've made a comprehensive effort to incorporate sustainable practices and policies into our manufacturing responsibilities. We continuously work toward the following goals: • Eliminate solvent-based materials, replacing them with water-based or powder substitutes in all manufacturing facilities. This practice also reduces the need to use solvent-based cleaning materials. • Incorporate the largest percentage of recycled content into our products, making them easier to recycle, disassemble and field repair. We search for vendors and alternative materials that offer the largest recycled pre- and post-consumer content. • Identify and reduce the use of chemicals of high concern and select safer alternatives. This effort supports our consistent evaluation of our product material portfolio as well as dedicated partnerships to drive transparency. • Reduce energy. KI works with its utility company to encourage energy reduction during critical peak times. The utility company notifies KI and our energy team representatives walk through and shut off lights and equipment to aid in energy reduction savings. KI saved more than \$31K in 2023. • Conserve fuel. We select new processes and equipment based on a detailed analysis of environmental considerations, capital and operating costs. Fuel conservation is an integral part of this process. Our Wisconsin facilities participate in a state program called Focus on Energy, which formalizes energy conservation goals, measurements and approaches. As part of this program, the facilities use energy-efficient lighting systems for offices and manufacturing areas. Automatic shut-off systems further conserve energy. Fuel conservation is addressed in the transportation of both raw materials and finished products as well as facility operations. Focus on Energy also provides financial assistance to KI to install energy-efficient technologies.
6 4	Diversity Programs Describe any diversity programs or partners 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. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications. KI actively supports supplier diversity by engaging in outreach efforts and internal initiatives. These include contracting with minority and small business associations, attending relevant conferences, and maintaining source lists for soliciting subcontracts. Compliance reporting ensures adherence to subcontracting plans. For more details, refer to KI's Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan.
6 5	Minority Women Business Enterprise <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6 6	If yes, list certifying agency: No response
6 7	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6 8	If yes, list certifying agency: No response

69	<p>Historically Underutilized Business (HUB)</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
70	<p>If yes, list certifying agency:</p> <p><i>No response</i></p>
71	<p>Historically Underutilized Business Zone Enterprise (HUBZone)</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
72	<p>If yes, list certifying agency:</p> <p><i>No response</i></p>
73	<p>Other recognized diversity certificate holder</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
74	<p>If yes, list certifying agency:</p> <p><i>No response</i></p>
75	<p>Contractor Relationships</p> <p>List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.</p> <p>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. KI does work with third party certified service providers and obtains license verification and insurance certificates for all providers whom we work with. Many of these 3rd party service providers are minority-owned and their certifications can be available upon request. You will also find the certification for each dealer partner listed on the approved dealer list attached for question 47. Dealer Network.</p>
76	<p>Describe how supplier differentiates itself from its competitors.</p> <p>By sharing our thought leadership and experience, we help you make well-informed, educated decisions about your furniture investment as well as the overall space it will be in. That's why we 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. Here's a concise summary of KI's unique approach and commitment to customers: 1. Simplified Process: KI assists with space planning, furniture selection, and installation, making furniture procurement easier and enjoyable. 2. Employee Ownership: As a 100% employee-owned company, KI empowers its workforce to prioritize customer satisfaction and ensures stability. 3. Investment and Savings: Employee ownership leads to innovation, productivity, and reinvestment in customer-focused initiatives. 4. Core Market Focus: KI specializes in Higher Education, K-12, Business, Healthcare, and Government markets, tailoring solutions to their needs. 5. Market of One® Philosophy: KI treats each customer as a unique individual, emphasizing personalized service and fulfillment freedom.</p>

7 7	Litigation, Bankruptcy or reorganization Describe any present or past litigation, bankruptcy or reorganization involving supplier. <div style="border: 1px solid black; padding: 5px;">Through the normal course of daily business as a large company, KI, may be involved in periodic litigation. None of this litigation is materially averse to the operations or KI's ability to perform under this bid or contract.</div>
----------------------	---

7 8	Felony Conviction Notice Indicate if the supplier: <ul style="list-style-type: none">• is a publicly held corporation and this reporting requirement is not applicable;• is not owned or operated by anyone who has been convicted of a felony; or• is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
----------------------	---

7 9	Debarment or suspension actions Describe any debarment or suspension actions taken against supplier. <div style="border: 1px solid black; padding: 5px;">There have not been any actions taken against the company.</div>
----------------------	--

8 0	Distribution, Logistics Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier. <div style="border: 1px solid black; padding: 5px;">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, pods and more.</div>
----------------------	--

8 1	Distribution 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. <div style="border: 1px solid black; padding: 5px;">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.</div>
----------------------	--

**8
2** **Distribution**

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.

**8
3** **Logistics**

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

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

**8
4** **Logistics**

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

Not Applicable

**8
5** **Marketing and Sales**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

Marketing Plan Notification of Award: - KI Senior Management advised - KI Communications Department works with Region4 ESC/OMNIA on appropriate public relations announcement - Announcement of award sent to KI field sales team - KI Operations works with Region4 ESC/OMNIA to obtain 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 Region4 ESC/OMNIA from award announcement to contract date) - Addition of Region 4 ESC/OMNIA to appropriate marketing collateral. Appropriate links established from KI websites to Region4 ESC/OMNIA sites - Quarterly conference calls with KI's Senior Management and Region 4 ESC/OMNIA's contract Administrator to review goals and objectives if required - Monthly meeting with KI Sales Management to review project opportunities to leverage Region 4 ESC/OMNIA contracts - Updates and education on the Region 4 ESC/OMNIA contract will be conducted at the KI Sales Summit. Web Ex to Field Sales and Internal Support announcing Region 4 ESC/OMNIA contract Award - Overview of the Region 4ESC/OMNIA Contracts - Identify members and steps to access member information - Identify lead generation activity related to Region4 ESC/OMNIA members - Identify products available to Region4 ESC/OMNIA members - Education on discount structure - Education on proper documentation to ensure Region 4 ESC/OMNIA member is identified on order - Identify contact team to field questions - Identify Region 4 ESC/OMNIA field support and means to access for support Region4 ESC/OMNIA.

8 6 90-day Plan

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:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier’s website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners 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
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners 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.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier’s website with:
 - OMNIA Partners 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’ website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

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

8 7 Transition

Describe how Supplier will transition any existing Public Agency customers’ accounts to the Master Agreement available nationally through OMNIA Partners. 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. KI holds cooperative purchasing agreements with groups such as Sourcewell, NASPO, Premier and TIPS. KI also holds up to 26 State contracts. KI’s other cooperatives do not place restrictions or requirements on us for participating with Region4 ESC/OMNIA.

8 8 Logo

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

- Yes
- No

8 **Sales**

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. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

Yes

No

9 **Training**

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

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

Yes

No

9 **Responsibility**

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

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support ANDY VANSTRATEN | Director of Business Operations and Contract Management P: 920.468.2394 | E: andy.van.straten@ki.com | ki.com ii. Marketing KELLI PLAMANN | Proposal Program Manager P: 920.468.2719 | F: 920.468.2781 | E: kelli.plamann@ki.com | ki.com lii. Sales Shannon Meek | District Leader P: 713.880.2329 | M: 281.782.8584 | E: Shannon.meek@ki.com | ki.com iv. Sales Support NICOLE WICK | Sales Operations Manager P: 920.468.2654 | E: nicole.wick@ki.com | ki.com v. Financial Reporting BRADY ENGLEBERT | Market Intelligence Analyst P: 920.406.3469 | E: brady.englebert@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 JENNIFER WILLIAMS | Contract Manager P: 920-468-2560 | M: 920-634-0030 | E: Jennifer.Williams@KI.com | ki.com

9 **Sales Force**

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.

TONY BESASIE | Chief Sales and Marketing Officer P: 920.468.2233 | M: 920.510.9329 | E: tony.besasie@ki.com | ki.com Please find the attached organizational charts for sales force structure.

**9
3** **Implementation**

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

KI has an internal support team of 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. 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 Customer 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 Sales Summit to review goals and high-level plans, discuss growth strategies, collaborate on sales excellence and best practices, and strengthen the KI selling organization. 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.

**9
4** **Program Management**

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 Management 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 these contracts, they also complete the sales reporting and administration fees in a timely manner.

**9
5** **Supplier's Customer List**

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. 2023 K-12 Market, Delaware, \$1M to \$3M K-12 Market, Ohio, \$1.5M to \$3.5M K-12 Market, Maryland, \$1.5M to \$3.5M K-12 Market, Indiana, \$1.5M to \$3.5M College/University Market, Alabama, \$2M - \$4M College/University Market, North Carolina, \$1.5M - \$3.5M College/University Market, Georgia, \$1.5M - \$3.5M State/Local Government Market, Colorado, \$1.5M - \$4.5M Fed Gov Market, New York, \$1.5M - \$4.5M Business Market, California, \$4M - \$6M

9 **System Capabilities and Limitations**

6 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.

9 **Projected Sales Year One**

7 Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

9 **Projected Sales Year Two**

8 Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

9 9	Projected Sales Year Three Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. <input style="width: 100px;" type="text" value="\$0"/>
--------	--

1 0 0	Attribute deleted as part of an Addendum
-------------	---

1 0 1	General Terms and Conditions Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations. <input checked="" type="checkbox"/> I certify compliance with this attribute.
-------------	--

1 0 2	Felony Conviction Notification State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony". Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract". Subsection (c) states "this section does not apply to a publicly held corporation". Use the checkbox associated with this item to identify your status as it relates to this legal requirement. <input checked="" type="checkbox"/> Non-Felon - person/owner IS NOT a convicted felon <input type="checkbox"/> Not Applicable-firm is a publicly held corporation <input type="checkbox"/> Felon - person/owner IS a convicted felon
-------------	---

1 0 3	Name of Felon and Nature of Felony, if applicable If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction. If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field. <input style="width: 100%; height: 20px;" type="text" value="N/A"/>
-------------	---

1 0 4	Criminal History Records Review of Certain Contract Employees Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes. <u>Covered employees:</u> Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity <i>and</i> have or will have direct contact with students. The school entity will be the final arbiter of what constitutes <i>continuing duties</i> and <i>direct contact</i> with students at their school. <input checked="" type="checkbox"/> I certify compliance with this attribute.
-------------	---

1
0
5

Historically Underutilized Business (HUB) Certification

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A

OPTION B

1
0
6

Disclosure of Interested Parties

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:

- (1) requires an action or vote by the governing body; or
- (2) has a value of \$1 million or more; or
- (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

[Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.](#)

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:

- (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
- (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.

ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
- the value of the contract cannot be determined at the time the contract is executed; and
- any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

I certify compliance with this attribute.

Conflict of Interest Questionnaire

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: <https://www.esc4.net/about/about-region-4>.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:

[Texas Local Government Code, Section 176](#)

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

I certify compliance with this attribute.

1
0
8

Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent, nor any affiliate, subsidiary, or parent company of the Respondent, if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

I certify compliance with this attribute.

1
0
9

Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

I certify compliance with this attribute.

1
1
0

Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

I certify compliance with this attribute.

1
1
1

Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.

I certify compliance with this attribute.

1
1
2

Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.

The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

I certify compliance with this attribute.

1
1
3

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.

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

OPTION A: 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.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(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.)

- OPTION A - No proprietary information
 OPTION B - Proprietary information marked

1
1
4

Consent to Release Proposal Tabulation

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

- I certify compliance with this attribute.

1
1
5

Contracting Information

If Vendor is not a governmental body and

- (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC; or
- (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

- (1) related to the purchase or underwriting of a public security;
- (2) is or may be used as collateral on a loan; or
- (3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

- (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;
- (2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and
- (3) on completion of the Agreement, either
 - (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or
 - (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

I certify compliance with this attribute.

1
1
6

Anti-Trust Certification Statement

Vendor affirms 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 bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid 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.

I certify compliance with this attribute.

1
1
7

Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), 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 federal funds are expended by Region 4 ESC, Region 4 ESC 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.

I certify compliance with this attribute.

1
1
8

Federal Rule (B) - Termination Conditions

(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 federal funds are expended by REGION 4 ESC, REGION 4 ESC 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 Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.

I certify compliance with this attribute.

1
1
9

Federal Rule (C) - Equal Employment Opportunity

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

It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Pursuant to Federal Rule (C) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

I certify compliance with this attribute.

1
2
0

Federal Rule (D) - Davis Bacon Act/Copeland Act

(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 federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

I certify compliance with this attribute.

1
2
1

Federal Rule (E) - Contract Work Hours and Safety Standards Act

(E) (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 federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

I certify compliance with this attribute.

1
2
2

Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement

(F) 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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

I certify compliance with this attribute.

1
2
3

Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act

(G) The 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).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

I certify compliance with this attribute.

1
2
4

Federal Rule (H) - Debarment and Suspension

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 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 REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.

I certify compliance with this attribute.

1
2
5

Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (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 REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor 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 by or 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 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 certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. 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.

I certify compliance with this attribute.

1
2
6

Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

I certify compliance with this attribute.

1
2
7

Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

I certify compliance with this attribute.

1
2
8

Federal Rule (L) - Buy American Provisions

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I certify compliance with this attribute.

1
2
9

Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 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.

I certify compliance with this attribute.

1
3
0

Federal Rule - Federal Record Retention

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

I certify compliance with this attribute.

1
3
1

Federal Rule - Profit Negotiation

For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

I certify compliance with this attribute.

1
3
2

Federal Rule - Solid Waste Disposal Act

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, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

I certify compliance with this attribute.

1
3
3

Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215

When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183.

The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

I certify compliance with this attribute.

1
3
4

Applicability to Subcontractors

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

I certify compliance with this attribute.

1
3
5

Compliance with the Energy Policy and Conservation Act

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor 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).

I certify compliance with this attribute.

1
3
6

Indemnification

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

I certify compliance with this attribute.

1
3
7

Excess Obligations Prohibited

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

I certify compliance with this attribute.

1
3
8

Suspension and Debarment

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

I certify compliance with this attribute.

Change in Law and Compliance with Laws

Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines.

I certify compliance with this attribute.

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
15) Inspection & Acceptance Page 4	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.	If defective or incorrect material is delivered, Region 4 ESC agrees to notify Contractor of their intent to return and provide Contractor with the opportunity to inspect prior to return. may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to	
	The Contractor agrees to pay all shipping costs for the return shipment.	pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.	
	Contractor shall be responsible for arranging the return of the defective or incorrect material.		

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

- X 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
16) Payments Page 4	Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice. Payment on all invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice.	
18) Audit Rights Page 5	4th sentence of paragraph - 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.	4th sentence within paragraph - 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 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

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Exhibit A Response for National Cooperative Contract			
1.0 Scope of National Cooperative Contract			
1.5 Objectives of Cooperative Program Page 4	B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;	B. Establish the Master Agreement as one of the Supplier's primary go to market strategy to Public Agencies nationwide;	
2.0 REPRESENTATIONS AND COVENANTS			
2.1 Corporate Commitment page 4	(2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies,	(2) the Master Agreement is one of Supplier's primary "go to market" strategy for Public Agencies,	

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
2.0 REPRESENTATIONS AND COVENANTS			
2.2 Pricing Commitment	Supplier commits the not-to-exceed pricing	Supplier commits the not-to-exceed pricing	
Page 4/5	provided under the Master Agreement pricing is its	provided under the Master Agreement pricing is its lowest available (net to buyer)	
	lowest available (net to buyer) to Public Agencies	to Public Agencies nationwide based on the Master Agreements specific	
	nationwide and further	requirements which include the negotiated terms and conditions and further commits	
	commits that if a Participating Public	that if a Participating Public Agency is eligible for lower pricing through a national,	
	Agency is eligible for lower pricing through a	state, regional or local or cooperative contract, the Supplier will match such lower	
	national, state, regional or local or cooperative	pricing to that Participating Public Agency under the Master Agreement.	
	contract, the Supplier will match such lower pricing		
	to that Participating Public Agency under the Master		
	Agreement.		

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
2.0 REPRESENTATIONS AND COVENANTS			
2.3 Sales Commitment Page 5	Supplier commits to aggressively market the Master Agreement of 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. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement.	Supplier commits to aggressively market the Master Agreement as one of its go to market strategy within 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. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier 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 Supplier were not awarded the Master Agreement.	
	Supplier 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 Supplier were not awarded the Master Agreement.

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
3.0 SUPPLIER RESPONSE			
3.3 Marketing and Sales	F. Confirm Supplier will be proactive in direct	F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to	
Page 8	sales of Supplier's goods and services to Public	Public Agencies nationwide and the timely follow up to leads established by OMNIA	
	Agencies nationwide and the timely follow up to	Partners. All sales materials are to use the OMNIA Partners logo. Seperate	
	leads established by OMNIA Partners. All sales	communications will be presented and posted providing a Public Agency updates on their procurement options. At a minimum, the	
	materials are to use the OMNIA Partners logo.	Supplier's sales initiatives should	
	At a minimum, the Supplier's sales initiatives	communicate:	
	should communicate:	i. Master Agreement was competitively	
	i. Master Agreement was	solicited and publicly awarded by a Principal Procurement Agency	
	competitively solicited and publicly awarded by	ii. Best government pricing	
	a Principal Procurement Agency	iii. No cost to participate	
	ii. Best government pricing	iv. Non-exclusive	

iii. No cost to participate
iv. Non-exclusive

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
3.3 Marketing and Sales	M.To the extent Supplier guarantees minimum	M. To the extent Supplier guarantees projected minimum Contract Sales, the	
Page 9	Contract Sales, the Administrative Fee shall	Administrative Fee shall be calculated based on the greater of the actual Contract Sales	
	be calculated based on the greater of the actual	and the Guaranteed Contract Sales shipped and factored on the product cost only and the	
	Contract.	Guaranteed Contract Sales. (Freight, install and commissions excluded).	
3.3 Marketing and Sales	N. Even though it is anticipated many Public	N. Even though it is anticipated many Public Agencies will be able to utilize the Master	
Page 9	Agencies will be able to utilize the Master	Agreement without further formal solicitation, there may be circumstances where Public	
	Agreement without further formal solicitation, there	Agencies utilizing the Master Agreement will issue their own solicitations. The following	
	may be circumstances where Public Agencies	options are available when responding to a solicitation for Products covered under the	
	issue their own solicitations. The following	Master Agreement.	
	options are available when responding to a solicitation		
	for Products covered under the Master Agreement.		

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
	iii. Respond with pricing higher than Master	iii. Respond with pricing higher than Master Agreement only in the unlikely event that the	
	Agreement only in the unlikely event that the	Public Agency refuses to utilize Master Agreement (Contract Sales are not reported	
	Public Agency refuses to utilize Master Agreement	to OMNIA Partners).	
	(Contract Sales are not reported to OMNIA	Partners).	
	Partners).	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	iv. If alternative or multiple proposals are permitted, respond with	
	proposals are permitted, respond with pricing	pricing higher than Master Agreement, and include Master Agreement as the alternate or	
	higher than Master Agreement, and include	additional proposal.	
	Master Agreement as the alternate or additional	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	
	proposal.	they have decided to pick one fulfillment option over another.	

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 submitted, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is submitted 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.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		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.	
Exhibit B Administration Agreement, Example			
Administrative Fee, Reporting & Payment Page 4	13. Supplier shall provide OMNIA Parnters with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar Month.	13. Supplier shall provide OMNIA Parnters with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales shipped for each calendar Month.	

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.)

June 4, 2024

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. _____ 1330 Bellevue St _____ Green Bay _____ Address _____ Wisconsin _____ 54302 _____ Phone _____ 920.468.8100 _____ Fax _____ 920.468.2781 _____	Contact  _____ Signature Guy Patzke _____ Printed Name Assistant Secretary _____ Position with Company Official Authorizing Proposal  _____ Signature Nick 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>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2024-1167730

Date Filed:
 05/29/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Krueger International, Inc.
 Green Bay, WI United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Region 4 Education Service Center ("ESC")

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 24-01
 Commercial and institutional furniture.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

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, 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

June 4, 2024
Date

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Krueger International, Inc.		
	2	Business name/disregarded entity name, if different from above. (dba)KI, Pallas Textiles		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>05</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	(Applies to accounts maintained outside the United States.)	
	5	Address (number, street, and apt. or suite no.). See instructions. 1330 Bellevue St.	Requester's name and address (optional)	
	6	City, state, and ZIP code Green Bay, WI 54302		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number										
or										
Employer identification number										
3	9		-	1	3	7	5	5	8	9

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date <u>March 14, 2024</u>
------------------	------------------------------	----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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: October 27, 2023

Description of Supplies/Services: Furniture (Office Furniture, Household Dormitory & Quarters Furniture, Healthcare Furniture, Training Room, Auditorium and Theater Furniture)

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

Commercial Plan Period: January 1, 2024 thru December 31, 2024

Estimated annual sales (Company-wide): \$654,000,000

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's subcontracting award totals increased by approximately 8.0%, from fiscal year 2022 to 2023. KI anticipates that the prices for steel, plastics, glass, packaging, imports, and transportation will continue slowly declining, thus, the cost for goods are expected to keep trending downward, resulting in a reduction in spend for 2024. As a result, KI proposes no adjustment in goals from the previous fiscal year.

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: \$246,377,647 = 100.0 % subcontracted

2. Total dollars planned to be subcontracted to **LARGE** business concerns (classified as other than small):

Annual Commercial Purchases/Spend: \$86,232,176 = 35.0 % 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: \$160,145,471 = 65.0 % 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: \$9,855,106 = 4.0 % of Total

5. Total dollars planned to be subcontracted to **SERVICE-DISABLED VETERAN-OWNED** business concerns (subset of VOSB above and cannot be higher than #4 above):

Annual Commercial Purchases/Spend: \$7,391,329 = 3.0 % of Total

6. Total dollars planned to be subcontracted to **HUBZONE SMALL** business concerns:
Annual Commercial Purchases/Spend: \$7,391,329 = 3.0 % of Total

7. Total dollars planned to be subcontracted to **SMALL DISADVANTAGED** business concerns (including ANCs and Indian tribes):
Annual Commercial Purchases/Spend: \$12,318,882 = 5.0 % of Total

8. Total dollars planned to be subcontracted to **WOMAN-OWNED SMALL** business concerns:
Annual Commercial Purchases/Spend: \$16,014,547 = 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 being 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	X	X			X
Sheet Steel Products, including steel for seat bottoms/backs, 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	X
Electrical Suppliers, including wire terminals and control fuses, electrical outlets and wiring.	X	X	X	X		X	X
General Contracting/Installation Services, incl. furniture installation/set-up, landscape maintenance, machine repair and snow removal.	X	X	X	X	X	X	X
Packaging Suppliers, including cartons/boxes, tape, cushioning material, packaging film and labels.	X	X	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	X
Metal Fabrications and Service, including metal castings, metal perforating and drilling, chair controls, custom tools and chrome plating.	X	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		X	X
Miscellaneous Steel Products, including industrial fasteners, welding supplies, heat treating services, industrial springs, chair controls and screw machine parts.	X	X	X	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:	<u>Mr. Greg Kyles</u>
Title/Position	<u>Director of Strategic Sourcing</u>
Address:	<u>1330 Bellevue Street, P.O. Box 8100</u>
City/State/Zip Code:	<u>Green Bay, Wisconsin 54308</u>
Telephone number:	<u>920 / 468-8100</u>
Fax number:	<u>920 / 468-2726</u>
Email Address	<u>greg.kyles@ki.com</u>
Alternate POC with contact information:	<u>Mr. Bernie Groeschel, Sr. Buyer</u>
Address/Telephone/Email:	<u>Same address/phone/fax as above, email: bernie.groeschel@ki.com</u>

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 SBA's Dynamic Small Business Search and/or the SAM.gov 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 \$750,000 (\$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 (I) 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.

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 \$750,000 (\$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: CFO / Treasurer
Date Signed: 10/27/2023

Government Contracting Officer APPROVAL:

Signature: _____
Printed Name: Douglas G. Geere
Agency: General Services Administration
Date Signed: _____

LIVE REPORT

KRUEGER INTERNATIONAL, INC.

Tradestyle(s): KI

ACTIVE **HEADQUARTERS**

D-U-N-S Number: 03-267-2651
Phone: +1 920 468 8100

Address: 1330 Bellevue St, Green Bay, WI, 54302, United States Of America

Web: www.ki.com

Endorsement: jennifer.baugnet@ki.com

Exclude from Portfolio Insight: No

Folders: All Companies, My Companies

Summary

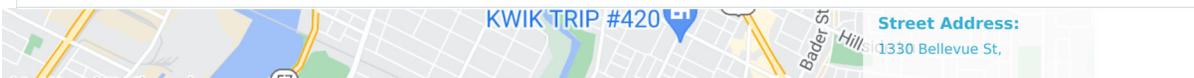
Currency: USD

KEY DATA ELEMENTS (Formerly: SCORE BAR)

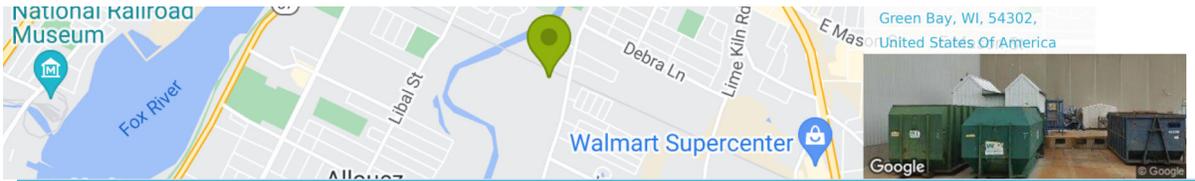
KDE Name		Current Status	Details
D&B Rating		1R3	10 employees and over, Moderate Risk
PAYDEX®	↑	78	3 Days Beyond Terms
Delinquency Score Class	↑	2	Low to Moderate Risk of severe payment delinquency
Failure Score Class	↑	2	Low to Moderate Risk of severe financial stress
Net Worth		UNAVAILABLE	
Current Ratio		UNAVAILABLE	
SIC Code - 4 Digit		5712	Furniture stores
High Credit - Average		34,909	Average High Credit for payment experiences reported to D&B.

COMPANY PROFILE ⓘ

D-U-N-S 03-267-2651	Mailing Address UNITED STATES	Employees 2,300 (500-600 here)
Legal Form Unknown	Telephone +1 920 468 8100	Age (Year Started) 83 Years (1941)
History Record Clear	Website www.ki.com	Named Principal Brian Krenke, CEO
Date Incorporated 12/24/1980	Present Control Succeeded 1980	Line of Business Ret furniture
State of Incorporation WISCONSIN		SIC 5712
Ownership Not publicly traded		NAICS 449110



Street Address:
1330 Bellevue St.



D&B RATING ©

Employee Size

1R : 10 employees and over

Current Rating as of 09/07/2023

Risk Indicator

3 : Moderate Risk

D&B PAYDEX © ©



3 days beyond terms

Past 24 Months

Low Risk

High Risk

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Trade Payments

Currency: All figures shown in USD unless otherwise stated

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour

3
Days Beyond Terms

Highest Now Owing :

400,000 (USD)

% of Trade Within Terms

82%

Total Trade Experiences:

162
Largest High Credit :
600,000 (USD)
Average High Credit :
34,909 (USD)

Highest Past Due

65,000 (USD)

Total Unfavorable Comments :

0
Largest High Credit:
0 (USD)

Total Placed in Collections:

1
Largest High Credit:
0 (USD)

D&B PAYDEX



When weighted by amount, Payments to suppliers average 3 Days Beyond Terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

D&B 3 MONTH PAYDEX



Based on payments collected 3 months ago. When weighted by amount, Payments to suppliers average 2 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)

Industry Median: 75
Equals 8 Days Beyond Terms

Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 75
Equals 8 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

5712 - Ret furniture

	7/22	8/22	9/22	10/22	11/22	12/22	1/23	2/23	3/23	4/23	5/23	6/23	7/23	8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	Current 2024	
This Business	68	69	70	70	70	71	71	71	75	76	75	75	75	76	76	77	77	77	77	76	77	76	78	78	78
Industry Quartile																									
Upper	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	-	-
Median	-	-	74	-	-	74	-	-	74	-	-	75	-	-	75	-	-	75	-	-	75	-	-	-	-
Lower	-	-	67	-	-	67	-	-	67	-	-	68	-	-	69	-	-	69	-	-	69	-	-	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	13	2,850,000 (USD)	98
50,000 - 99,999	14	1,070,000 (USD)	86
15,000 - 49,999	20	515,000 (USD)	96
5,000 - 14,999	13	72,500 (USD)	60
1,000 - 4,999	34	53,500 (USD)	68
Less than 1,000	37	12,200 (USD)	79

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

[Collapse All](#) | [Expand All](#)

Industry Category-	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
▼17 - Construction - Special Trade Contractors	1	750	100	0	0	0	0
1752 - Flooring contractor	1	750	100	0	0	0	0
▼22 - Textile Mill Products	2	5,000	0	100	0	0	0
2284 - Thread mill	1	5,000	0	100	0	0	0
2273 - Mfg carpets/rugs	1	2,500	0	100	0	0	0
▼23 - Apparel and other Finished Products made from Fabrics and Similar Materials	1	1,000	0	0	100	0	0
2391 - Mfg curtain/drapes	1	1,000	0	0	100	0	0
▼24 - Lumber and Wood Products, Except Furniture	3	85,000	98	1	1	0	0
2429 - Special products mill	3	85,000	98	1	1	0	0
▼25 - Furniture and Fixtures	4	600,000	75	25	0	0	0
2541 - Mfg wood fixtures	1	600,000	100	0	0	0	0

2511 - Mfg wood home furn	1	1,000	100	0	0	0	0
2522 - Mfg nonwd office furn	1	250	100	0	0	0	0
2521 - Mfg wood office furn	1	100	0	100	0	0	0
▼26 - Paper and Allied Products	1	0	0	0	0	0	0
2679 - Mfg converted paper	1	0	0	0	0	0	0
▼28 - Chemicals and Allied Products	7	100,000	95	5	0	0	0
2851 - Mfg paint/allied prdt	4	100,000	84	16	0	0	0
2821 - Mfg plastics/resins	2	100,000	100	0	0	0	0
2891 - Mfg adhesives/sealant	1	5,000	100	0	0	0	0
▼30 - Rubber and Miscellaneous Plastics Products	2	5,000	50	50	0	0	0
3069 - Mfg fabricated rubber	1	5,000	100	0	0	0	0
3081 - Mfg plastic sheet/film	1	2,500	0	100	0	0	0
▼32 - Stone, Clay, Glass, and Concrete Products	1	25,000	100	0	0	0	0
3231 - Mfg glass products	1	25,000	100	0	0	0	0
▼33 - Primary Metal Industries	2	100,000	61	39	0	0	0
3354 - Mfg alum extrud prdts	2	100,000	61	39	0	0	0
▼34 - Fabricated Metal Products except Machinery and Transportation Equipment	1	1,000	100	0	0	0	0
3499 - Mfg misc metal prdts	1	1,000	100	0	0	0	0
▼35 - Industrial and Commercial Machinery and Computer Equipment	4	25,000	100	0	0	0	0
3563 - Mfg air/gas compress	2	25,000	100	0	0	0	0
3568 - Mfg misc trnsmsn eqpt	1	2,500	100	0	0	0	0
3579 - Mfg misc office eqpt	1	250	100	0	0	0	0
▼38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical	2	750	50	50	0	0	0

Goods; Watches and Clocks							
3825 - Mfg electric test prd	1	750	100	0	0	0	0
3823 - Mfg process controls	1	500	0	100	0	0	0
▼39 - Miscellaneous Manufacturing Industries	1	20,000	50	50	0	0	0
3915 - Mfg jeweler materials	1	20,000	50	50	0	0	0
▼42 - Motor Freight Transportation and Warehousing	7	400,000	93	7	0	0	0
4213 - Trucking non-local	7	400,000	93	7	0	0	0
▼47 - Transportation Services	4	60,000	100	0	0	0	0
4731 - Arrange cargo transpt	4	60,000	100	0	0	0	0
▼48 - Communications	7	20,000	100	0	0	0	0
4813 - Telephone communictns	6	2,500	100	0	0	0	0
4812 - Radiotelephone comun	1	20,000	100	0	0	0	0
▼50 - Wholesale Trade - Durable Goods	29	250,000	88	11	0	0	1
5085 - Whol industrial suppl	8	250,000	100	0	0	0	0
5051 - Whol metal	5	45,000	81	19	0	0	0
5063 - Whol electrical equip	4	5,000	82	18	0	0	0
5045 - Whol computers/softwr	3	70,000	94	3	3	0	0
5084 - Whol industrial equip	2	30,000	92	0	0	0	8
5065 - Whol electronic parts	2	1,000	80	20	0	0	0
5049 - Whol misc profsn eqpt	2	750	100	0	0	0	0
5072 - Whol hardware	1	1,000	50	50	0	0	0
5046 - Whol misc coml equip	1	1,000	100	0	0	0	0
5013 - Whol auto parts	1	50	100	0	0	0	0
▼51 - Wholesale Trade - Nondurable Goods	10	100,000	95	5	0	0	0
5169 - Whol chemicals	3	95,000	100	0	0	0	0

5131 - Whol piece goods	2	100,000	62	38	0	0	0
5113 - Whol service paper	1	25,000	100	0	0	0	0
5199 - Whol nondurable goods	1	20,000	100	0	0	0	0
5111 - Whol printing paper	1	5,000	100	0	0	0	0
5112 - Whol office supplies	1	1,000	100	0	0	0	0
5172 - Whol petroleum prdts	1	1,000	100	0	0	0	0
▼55 - Automotive Dealers and Gasoline Service Stations	3	25,000	100	0	0	0	0
5511 - Ret new/used autos	2	25,000	100	0	0	0	0
5531 - Ret auto supplies	1	250	100	0	0	0	0
▼56 - Apparel and Accessory Stores	1	15,000	100	0	0	0	0
5651 - Ret family clothing	1	15,000	100	0	0	0	0
▼59 - Miscellaneous Retail	1	1,000	100	0	0	0	0
5999 - Ret misc merchandise	1	1,000	100	0	0	0	0
▼60 - Depository Institutions	7	2,500	96	4	0	0	0
6021 - Natnl commercial bank	7	2,500	96	4	0	0	0
▼61 - Nondepository Credit Institutions	4	80,000	100	0	0	0	0
6153 - Short-trm busn credit	4	80,000	100	0	0	0	0
▼73 - Business Services	7	100,000	94	6	0	0	0
7389 - Misc business service	3	100,000	100	0	0	0	0
7363 - Help supply service	2	1,000	75	25	0	0	0
7361 - Employment agency	1	500	100	0	0	0	0
7319 - Misc advertising svcs	1	100	100	0	0	0	0
▼75 - Automotive Repair, Services and Parking	5	75,000	84	8	9	0	0
7513 - Truck rental/leasing	3	1,000	68	14	18	0	0
7514 - Passenger car rental	2	75,000	99	1	0	0	0

▼87 - Engineering Accounting Research Management and Related Services	3	90,000	100	0	0	0	0
8734 - Testing laboratory	1	90,000	100	0	0	0	0
8748 - Business consulting	1	100	100	0	0	0	0
8741 - Management services	1	0	100	0	0	0	0
▼91 - Executive Legislative and General Government except Finance	1	10,000	0	100	0	0	0
9111 - Executive office	1	10,000	0	100	0	0	0
▼93 - Public Finance Taxation and Monetary Policy	1	500	100	0	0	0	0
9311 - Public finance	1	500	100	0	0	0	0
▼99 - Nonclassifiable Establishments	10	400,000	100	0	0	0	0
9999 - Nonclassified	10	400,000	100	0	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
05/24	Pays Promptly	N30	1,000	100	0	1
05/24	Pays Promptly	-	1,000	1,000	0	1
05/24	Pays Promptly	-	1,000	0	0	Between 4 and 5 Months
05/24	Pays Prompt to Slow 60+	-	1,000	500	0	1
05/24	Pays Slow 15+	N30	5,000	0	0	Between 6 and 12 Months
05/24	Pays Slow 30+	-	100	100	0	1
04/24	Pays Promptly	N30	600,000	400,000	750	1
04/24	Pays Promptly	-	400,000	250,000	0	1
04/24	Pays Promptly	-	400,000	200,000	0	1
04/24	Pays Promptly	-	250,000	100,000	0	1
04/24	Pays Promptly	-	200,000	85,000	0	1
04/24	Pays Promptly	-	100,000	100,000	0	1
04/24	Pays Promptly	-	95,000	45,000	0	1
04/24	Pays Promptly	-	90,000	0	0	Between 2 and 3 Months
04/24	Pays Promptly	-	80,000	80,000	0	1
04/24	Pays Promptly	-	75,000	40,000	1,000	1
04/24	Pays Promptly	N30	70,000	1,000	0	1
04/24	Pays Promptly	N30	45,000	40,000	0	1
04/24	Pays Promptly	N30	45,000	15,000	0	1
04/24	Pays Promptly	-	40,000	15,000	0	-
04/24	Pays Promptly	-	25,000	25,000	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
04/24	Pays Promptly	-	25,000	15,000	0	1
04/24	Pays Promptly	-	25,000	25,000	0	1
04/24	Pays Promptly	-	20,000	15,000	0	1
04/24	Pays Promptly	-	20,000	7,500	0	1
04/24	Pays Promptly	-	15,000	5,000	0	1
04/24	Pays Promptly	N30	7,500	1,000	0	1
04/24	Pays Promptly	-	5,000	0	0	Between 2 and 3 Months
04/24	Pays Promptly	2 30 N30	5,000	0	0	Between 2 and 3 Months
04/24	Pays Promptly	-	5,000	0	0	Between 4 and 5 Months
04/24	Pays Promptly	-	2,500	500	0	1
04/24	Pays Promptly	-	2,500	2,500	0	1
04/24	Pays Promptly	-	2,500	2,500	0	1
04/24	Pays Promptly	-	2,500	0	0	1
04/24	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
04/24	Pays Promptly	-	1,000	0	0	1
04/24	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
04/24	Pays Promptly	-	1,000	1,000	0	1
04/24	Pays Promptly	-	1,000	0	0	Between 4 and 5 Months
04/24	Pays Promptly	-	1,000	1,000	0	1
04/24	Pays Promptly	-	1,000	750	0	1
04/24	Pays Promptly	-	1,000	0	0	Between 2 and 3 Months
04/24	Pays Promptly	-	1,000	0	0	1
04/24	Pays Promptly	-	750	0	0	Between 6 and 12 Months
04/24	Pays Promptly	N30	750	0	0	1
04/24	Pays Promptly	-	750	0	0	Between 2 and 3 Months
04/24	Pays Promptly	-	750	0	0	1
04/24	Pays Promptly	-	750	250	0	1
04/24	Pays Promptly	-	500	0	0	1
04/24	Pays Promptly	-	250	0	0	Between 4 and 5 Months
04/24	Pays Promptly	-	250	50	50	Between 2 and 3 Months
04/24	Pays Promptly	-	250	0	0	Between 6 and 12 Months
04/24	Pays Promptly	N30	250	0	0	Between 6 and 12 Months
04/24	Pays Promptly	-	250	0	0	Between 2 and 3 Months
04/24	Pays Promptly	N30	250	100	0	1
04/24	Pays Promptly	-	100	100	0	1
04/24	Pays Promptly	N30	100	0	0	Between 6 and 12 Months
04/24	Pays Promptly	-	100	100	0	1
04/24	Pays Promptly	N30	100	0	0	Between 4 and 5 Months
04/24	Pays Prompt to Slow 30+	-	95,000	65,000	2,500	1
04/24	Pays Prompt to Slow 30+	-	20,000	500	100	1
04/24	Pays Prompt to Slow 30+	-	1,000	250	250	1
04/24	Pays Prompt to Slow 30+	N30	750	250	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
04/24	Pays Prompt to Slow 180+	-	1,000	0	0	Between 6 and 12 Months
04/24	Pays Slow 5+	-	250	0	0	Between 4 and 5 Months
04/24	Pays Slow 15+	-	0	0	0	Between 6 and 12 Months
04/24	Pays Slow 30+	N30	500	0	0	Between 4 and 5 Months
04/24	Pays Slow 30+	-	500	0	0	Between 2 and 3 Months
04/24	Pays Slow 30-60+	-	2,500	0	0	Between 6 and 12 Months
03/24	Pays Promptly	-	500	0	0	Between 6 and 12 Months
03/24	Pays Promptly	-	500	0	0	1
03/24	Pays Slow 15+	-	2,500	1,000	1,000	-
12/23	Pays Promptly	-	500	250	0	Between 2 and 3 Months
12/23	Pays Slow 90+	-	100	0	0	Between 6 and 12 Months
11/23	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
11/23	Pays Promptly	-	100	0	0	Between 6 and 12 Months
11/23	Pays Slow	-	10,000	0	0	1
06/23	Pays Promptly	1 10 N30	1,000	0	0	Between 6 and 12 Months
01/23	Placed for collection	-	0	5,000	5,000	-
10/22	-	Cash account	0	0	0	Between 6 and 12 Months

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	27	3,450 (USD)
Payment record unknown	2	100 (USD)
Unfavorable comments	0	0 (USD)
Placed for collections	1	0 (USD)
Total in D&B's file	162	4,576,750 (USD)

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Corporate Linkage

OWNERSHIP

This company is a **Global Ultimate, Domestic Ultimate, Headquarters, Parent**.

Global Ultimate, Domestic Ultimate
Krueger International, Inc.
United States
D-U-N-S Number: 03-267-2651

SUBSIDIARIES

LOCATION: All

Company Name	City, State, Country	D-U-N-S® NUMBER
Spacesaver Corporation	Fort Atkinson, WI, United States Of America	00-643-2918

Pallas Textiles Inc	Green Bay, WI, United States Of America	60-251-5850
Krueger International Holding Co.	Green Bay, WI, United States Of America	07-972-6370
KI Trucking, Inc.	Green Bay, WI, United States Of America	19-855-5617
KI-SEBEL PTY LIMITED	Minto, NSW, Australia	74-582-6805
KI Highpoint, Inc.	High Point, NC, United States Of America	05-883-0118
KI Canada Corporation	Pembroke, ON, Canada	20-366-1087
KI (UK) LIMITED	LONDON, United Kingdom	77-583-1480

BRANCHES

LOCATION: All

Company Name ▾	City, State, Country	D-U-N-S® NUMBER
Krueger International, Inc	Toronto, ON, Canada	20-580-9986
KRUEGER INTERNATIONAL, INC.	New York, NY, United States Of America	00-407-1291
KRUEGER INTERNATIONAL, INC.	Tupelo, MS, United States Of America	00-506-7681
KRUEGER INTERNATIONAL, INC.	Houston, TX, United States Of America	00-696-5281
KRUEGER INTERNATIONAL, INC.	Manitowoc, WI, United States Of America	00-887-3718
KRUEGER INTERNATIONAL, INC.	Pineville, NC, United States Of America	01-221-9668
KRUEGER INTERNATIONAL, INC.	Duluth, GA, United States Of America	02-444-4288
KRUEGER INTERNATIONAL, INC.	Chicago, IL, United States Of America	02-535-8297
KRUEGER INTERNATIONAL, INC.	Milwaukee, WI, United States Of America	03-284-0600
KRUEGER INTERNATIONAL, INC.	Bonduel, WI, United States Of America	07-857-5626
KRUEGER INTERNATIONAL, INC.	Maryland Heights, MO, United States Of America	08-497-0594
KRUEGER INTERNATIONAL, INC.	Lorton, VA, United States Of America	08-828-0193
KRUEGER INTERNATIONAL, INC.	Torrance, CA, United States Of America	09-397-1104
KRUEGER INTERNATIONAL, INC.	Irvine, CA, United States Of America	09-437-5119
KRUEGER INTERNATIONAL, INC.	Manitowoc, WI, United States Of America	10-663-3811
KRUEGER INTERNATIONAL, INC.	Green Bay, WI, United States Of America	11-132-9186
KRUEGER INTERNATIONAL, INC.	Chicago, IL, United States Of America	11-358-0161
KRUEGER INTERNATIONAL, INC.	Green Bay, WI, United States Of America	12-779-7327
KRUEGER INTERNATIONAL, INC.	Green Bay, WI, United States Of America	14-783-2617
KRUEGER INTERNATIONAL, INC.	Boston, MA, United States Of America	78-928-0208
KRUEGER INTERNATIONAL, INC.	San Francisco, CA, United States Of America	79-053-9787
KRUEGER INTERNATIONAL, INC.	High Point, NC, United States Of America	79-952-3118
KRUEGER INTERNATIONAL, INC.	Dallas, TX, United States Of America	80-960-9555
KRUEGER INTERNATIONAL, INC.	Green Bay, WI, United States Of America	85-935-4722
KRUEGER INTERNATIONAL, INC.	Green Bay, WI, United States Of America	86-797-9585
KRUEGER INTERNATIONAL, INC	Boise, ID, United States Of America	01-768-7513

Legal Events

Currency: All figures shown in USD unless otherwise stated

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	0 Latest Filing: -	1 Latest Filing: 03/09/2023	3 Latest Filing: 12/05/2019	70 Latest Filing: 04/09/2024

EVENTS

Lien - Tax Lien	
Filing Date	03/09/2023
Filing Number	236907871

status	Release
Date Status Attained	04/11/2023
Received Date	04/20/2023
Amount	195 (USD)
Debtors	KRUEGER INTERNATIONAL INC
Creditors	WORKFORCE SERVICES
Court	SALT LAKE COUNTY 3RD DISTRICT COURT, SALT LAKE CITY, UT

Suit

Filing Date	12/05/2019
Filing Number	201900005954AR
status	Pending
Date Status Attained	12/05/2019
Received Date	12/13/2019
Plaintiffs	OFFICE FURNITURE WAREHOUSE OF PITTSBURGH INC.
Defendant	KRUEGER INTERNATIONAL INC.
Defendant	AND OTHERS
Court	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA

Suit

Filing Date	06/05/2018
Filing Number	1111456
status	Pending
Date Status Attained	06/05/2018
Received Date	06/28/2018
Plaintiffs	ROADRUNNER MOVING LTD
Defendant	KRUEGER INTERNATIONAL INC
Court	HARRIS COUNTY COURT AT LAW, HOUSTON, TX

Suit

Filing Date	02/17/2015
Filing Number	2015CV000270
status	Pending
Date Status Attained	02/17/2015
Received Date	03/12/2015
Plaintiffs	SOLETSKI, JOHN H, GREEN BAY, WI
Defendant	KRUEGER INTERNATIONAL INC
Defendant	AND OTHERS
Court	BROWN COUNTY CIRCUIT COURT, GREEN BAY, WI

UCC Filing - Amendment

Filing Date	08/02/2023
Filing Number	230802000640-7
Received Date	08/11/2023
Collateral	Accounts receivable and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Original Filing Date	02/09/2018
Original Filing Number	180001844724
Secured Party	CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
Debtors	KRUEGER INTERNATIONAL, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, MADISON, WI

UCC Filing - Continuation

Filing Date	11/15/2022
Filing Number	221115000078-5
Received Date	12/05/2022
Original Filing Date	02/09/2018
Original Filing Number	180001844724
Secured Party	CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
Debtors	KRUEGER INTERNATIONAL, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, MADISON, WI

UCC Filing - Continuation

Filing Date	11/15/2022
Filing Number	221115000072-1
Received Date	12/05/2022
Original Filing Date	01/24/2018
Original Filing Number	180001089826
Secured Party	CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
Debtors	KRUEGER INTERNATIONAL, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, MADISON, WI

UCC Filing - Original

Filing Date	07/01/2022
Filing Number	220701000431-4
Received Date	07/08/2022
Collateral	All Assets
Secured Party	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT, CHICAGO, IL
Debtors	KRUEGER INTERNATIONAL, INC.

Filing Office SECRETARY OF STATE/UCC DIVISION, MADISON, WI

UCC Filing - Amendment

Filing Date 04/03/2020
Filing Number 200403000707-7
Received Date 04/10/2020
Collateral Accounts receivable and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Original Filing Date 02/09/2018
Original Filing Number 180001844724
Secured Party CITIBANK N.A. ITS BRANCHES SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
Debtors KRUEGER INTERNATIONAL INC.
Filing Office SECRETARY OF STATE/UCC DIVISION, MADISON, WI

UCC Filing - Original

Filing Date 12/11/2019
Filing Number 191211000358-7
Received Date 12/20/2019
Collateral Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS
Secured Party C & S ASSOCIATES INC. AS REPRESENTATIVE, CLEVELAND, OH
Debtors KRUEGER INTERNATIONAL INC.
Filing Office SECRETARY OF STATE/UCC DIVISION, MADISON, WI

UCC Filing - Continuation

Filing Date 05/21/2019
Filing Number 190531000613-5
Received Date 03/06/2020
Original Filing Date 07/16/2014
Original Filing Number 140009317121
Secured Party HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERKELEY HEIGHTS, NJ
Debtors KRUEGER INTERNATIONAL INC.
Filing Office SECRETARY OF STATE/UCC DIVISION, MADISON, WI

UCC Filing - Original

Filing Date 02/09/2018
Filing Number 180001844724
Received Date 03/09/2018
Collateral Accounts receivable and proceeds - Account(s) and proceeds
Secured Party CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY

Debtors KRUEGER INTERNATIONAL, INC.
Filing Office SECRETARY OF STATE/UCC DIVISION, MADISON, WI

UCC Filing - Original

Filing Date 01/24/2018
Filing Number 180001089826
Received Date 02/06/2018
Collateral Accounts receivable and proceeds - Account(s) and proceeds
Secured Party CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
Debtors KRUEGER INTERNATIONAL, INC.
Filing Office SECRETARY OF STATE/UCC DIVISION, MADISON, WI

UCC Filing - Continuation

Filing Date 07/18/2017
Filing Number 170009810018
Received Date 08/08/2017
Original Filing Date 12/28/2012
Original Filing Number 120016395327
Secured Party WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Debtors KI HIGHPOINT, INC., GREEN BAY, WI
Filing Office SECRETARY OF STATE/UCC DIVISION, MADISON, WI

UCC Filing - Original

Filing Date 09/23/2016
Filing Number 160012602920
Received Date 10/07/2016
Collateral Account(s) and proceeds - Equipment and proceeds - Contract rights and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
Secured Party NISSAN MOTOR ACCEPTANCE CORPORATION, IRVING, TX
Debtors KRUEGER INTERNATIONAL, INC.
Filing Office SECRETARY OF STATE/UCC DIVISION, MADISON, WI

UCC Filing - Original

Filing Date 08/28/2014
Filing Number 140011331413
Received Date 09/05/2014
Collateral Business machinery/equipment and proceeds
Secured Party U.S. BANK EQUIPMENT FINANCE, MARSHALL, MN
Debtors KRUEGER INTERNATIONAL, INC.

Filing Office SECRETARY OF STATE/UCC DIVISION, MADISON, WI

UCC Filing - Original

Filing Date 07/16/2014
Filing Number 140009317121
Received Date 08/08/2014
Collateral General intangibles(s) including proceeds and products - Computer equipment including proceeds and products - Equipment including proceeds and products
Secured Party HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERKELEY HEIGHTS, NJ
Debtors KRUEGER INTERNATIONAL, INC.
Filing Office SECRETARY OF STATE/UCC DIVISION, MADISON, WI

UCC Filing - Original

Filing Date 07/14/2014
Filing Number 140009241016
Received Date 08/08/2014
Collateral Business machinery/equipment and proceeds
Secured Party U.S. BANK EQUIPMENT FINANCE, MARSHALL, MN
Debtors KRUEGER INTERNATIONAL, INC.
Filing Office SECRETARY OF STATE/UCC DIVISION, MADISON, WI

UCC Filing - Original

Filing Date 12/28/2012
Filing Number 120016395327
Received Date 01/11/2013
Collateral All Assets including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All General intangibles(s) including proceeds and products - and OTHERS
Secured Party WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
Debtors KI HIGHPOINT, INC., GREEN BAY, WI
Filing Office SECRETARY OF STATE/UCC DIVISION, MADISON, WI

UCC Filing - Assignment

Filing Date 01/03/2012
Filing Number 120000060006
Received Date 02/16/2012
Collateral Leased Assets and proceeds
Original Filing Date 07/06/2010
Original Filing Number 100008202921
Secured Party EPLUS GROUP, INC., HERNDON, VA

Secured Party	PRIME ALLIANCE BANK, WOODS CROSS, UT
Debtors	KRUEGER INTERNATIONAL, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, MADISON, WI
UCC Filing - Original	
Filing Date	07/06/2010
Filing Number	100008202921
Received Date	08/11/2010
Collateral	Leased Assets and proceeds
Secured Party	EPLUS GROUP, INC., HERNDON, VA
Debtors	KRUEGER INTERNATIONAL, INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, MADISON, WI

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction.

There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

Currency: All figures shown in USD unless otherwise stated

There are no Special Events recorded for this business.

Financials - D&B

Currency: All figures shown in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

Company Profile

Currency: All figures shown in USD unless otherwise stated

COMPANY OVERVIEW

D-U-N-S

03-267-2651

Legal Form

Unknown

History Record

Clear

Date Incorporated

12/24/1980

Business Commenced On

1941

State of Incorporation

WISCONSIN

Ownership

Not publicly traded

Mailing Address

UNITED STATES

Telephone

+1 920 468 8100

Website

www.ki.com

Present Control Succeeded

1980

SIC

5712

NAICS

449110

Employees

2,300 (500-600 here)

Age (Year Started)

83 Years (1941)

Named Principal

Brian Krenke, CEO

Line of Business

Ret furniture



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2024-05-27

This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	KRUEGER INTERNATIONAL, INC.
Corporation Type	Unknown
State of Incorporation	WISCONSIN
Date Incorporated	12/24/1980
Registration ID	1 K10745
Registration Status	RESTORED TO GOOD STANDING
Date Status Attained	10/26/2004
Filing Date	12/24/1980
Where Filed	SECRETARY OF STATE
Registered Agent	
Name	NICHOLAS GUERRIERI
Address	1330 BELLEVUE ST, GREEN BAY, WI, 543020000

PRINCIPALS

Officers

BRIAN KRENKE, CEO
RICHARD J RESCH, CHM
NICK GUERRIERI, CFO-TREAS
MICHAEL J PUM, ASST SEC

GUY PATZKE, ASST SEC
ROBERT M CHARLES, SEC
DEAN LINDSLEY, V PRES

Directors

DIRECTOR(S): THE OFFICER(S)

COMPANY EVENTS

The following information was reported on: 09/06/2023

The Wisconsin Secretary of State's business registrations file showed that Krueger International, Inc. was registered as a Corporation on December 24, 1980, under the file registration number 1 K10745.

Business started 1941. Present control succeeded 1986. 100% of the capital stock is owned by the officers, directors, employees and consultants with Richard J Resch having controlling interest.

RECENT EVENTS:.

On February 16, 2012, sources stated that Krueger International Inc., Green Bay, WI, announced on December 8, 2011 that it will close its Pontotoc facility and a realignment of its Tupelo plant that will result of the loss of 37 jobs in Pontotoc and another 31 in Tupelo. Further details are not available.

On March 26, 2010, sources stated that Spacesaver Corporation, Fort Atkinson, WI, a subsidiary of Krueger International, Inc., Green Bay, WI, has completed the acquisition of Compact Energy Systems Inc, Waukesha, WI, on March 23, 2010. Following the acquisition, Compact Energy Systems Inc will discontinue its legal existence and its assets and operations will get integrated into the existing location of Spacesaver Corporation. No operations will remain at the previous location of Compact Energy Systems Inc at Waukesha, WI. Employees and management were retained. Terms were not disclosed.

On January 30, 1989, the business name changed to Krueger International, Inc. from Krueger Holdings, Inc.

BRIAN KRENKE. 1991-present active here.

RICHARD J RESCH born 1938. 1964-present active here.

NICK GUERRIERI. 1996-present active here.

MICHAEL J PUM. 1994-present active here.

GUY PATZKE born 1962. 1991-present active here.

ROBERT M CHARLES. 2008-present active here.

DEAN LINDSLEY born 1963. 1989-present active here.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 09/06/2023

Business Information

Trade Names	KI
Description	Retails furniture, specializing in office furniture (100%). Has 4,000 account(s). Terms are Net 30 days. Sells to wholesalers, commercial concerns and government entities. Territory : International.
Employees	2,300 which includes officer(s) and 50 part-time. 500-600 employed here.
Financing Status	Secured
Seasonality	Season peaks Jun-Sep.
Tenure	Owns
Facilities	Owns 250,000 sq. ft. in a multi story concrete block building.
Location	Industrial section on well traveled street.

Related Concerns

SIC/NAICS Information

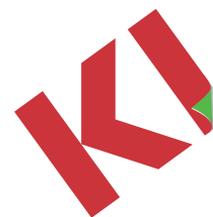
Industry Code	Description	Percentage of Business
5712	Ret furniture	-

Industry Code	Description	Percentage of Business
57129904	Office furniture	-
NAICS Codes	NAICS Description	
449110	Furniture Retailers	

GOVERNMENT ACTIVITY	
Activity Summary	
Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No



SOCIAL RESPONSIBILITY REPORT 2023



Furnishing Knowledge with



Workplace - Offices and Workspaces

Through the economies of scale created by OMNIA Partners, our participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to K-12 education, state and local government, higher education and non-profits.

Through human-centered design, KI supports compelling environments by aligning culture, brand and functional objectives. KI furniture enables adaptive design, increased user control, higher levels of engagement and a balance between behavioral needs of users.

For more information, visit OMNIAPartners.com/publicsector

Contract Numbers

R191808

R221003

R221103



Furnishing Knowledge®

1330 Bellevue Street | P.O. Box 8100 | Green Bay, WI 54308 | 800-424-2432

VALUE ADD



1. Infinity from KI

The Program Details

Realize Your Unique Vision When standard options just aren't enough, look to Infinity From KI. Infinity From KI is a design process that results in an all-new product reality. It empowers you to create bold, new, personalized solutions that are value engineered from the start to be exactly what you imagine they could be. Explore the unlimited possibilities that can be generated through the Infinity From KI process.

2. Square Foot Calculator

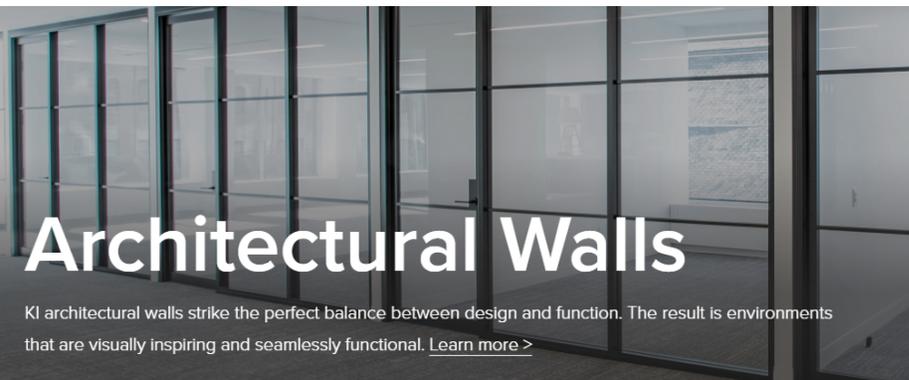
The Program Details

Instantly estimate cost for everything from a single room to an entire building equipped with private offices, workstations, lounge and meeting areas, cafe spaces and classrooms. Enter in your quantity per layout to automatically generate the estimated cost per square foot.



Each application requires a designated amount of square footage and calculates the total space allocation for open workspace, private workspace, community space and classrooms. In total, the calculator tool will provide the total square footage required, along with estimated square foot cost, for selected furniture modules.

The Square Foot Broker Calculator Tool is meant to provide a general guide for estimating and budgeting purposes only. It is not meant to provide a final quote for either square footage or cost. However, we can create a formal quote for you! Simply send your final PDF to quote@ki.com along with your name, phone number, mailing address and project name.



3. **Movable Wall Education Program**

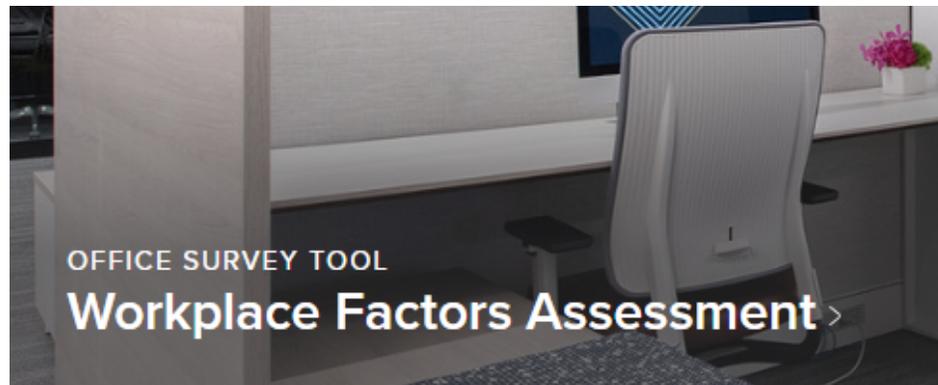
The Program Details

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

4. **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.



5. **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.

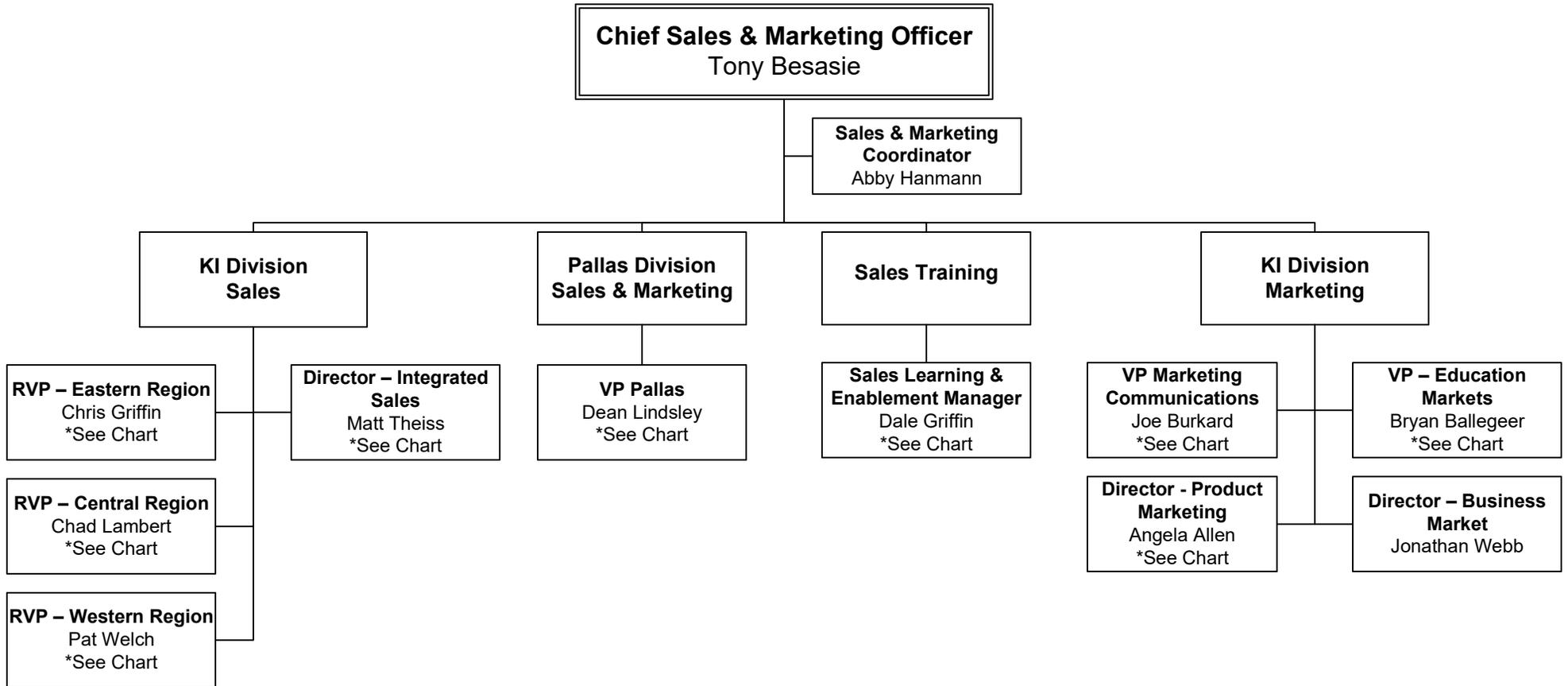




KI Division/Pallas Sales & Marketing

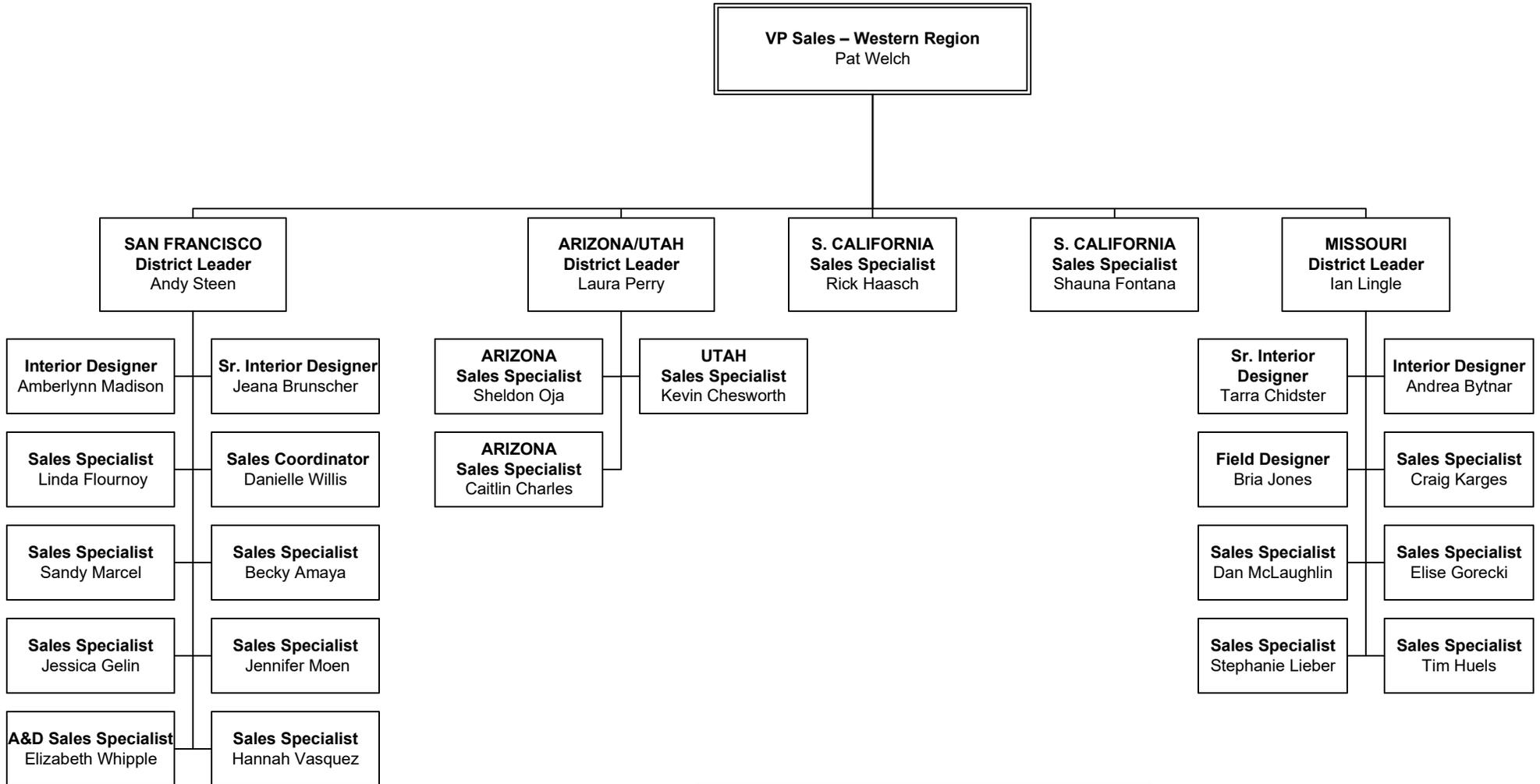
Organizational Chart

November 15, 2023





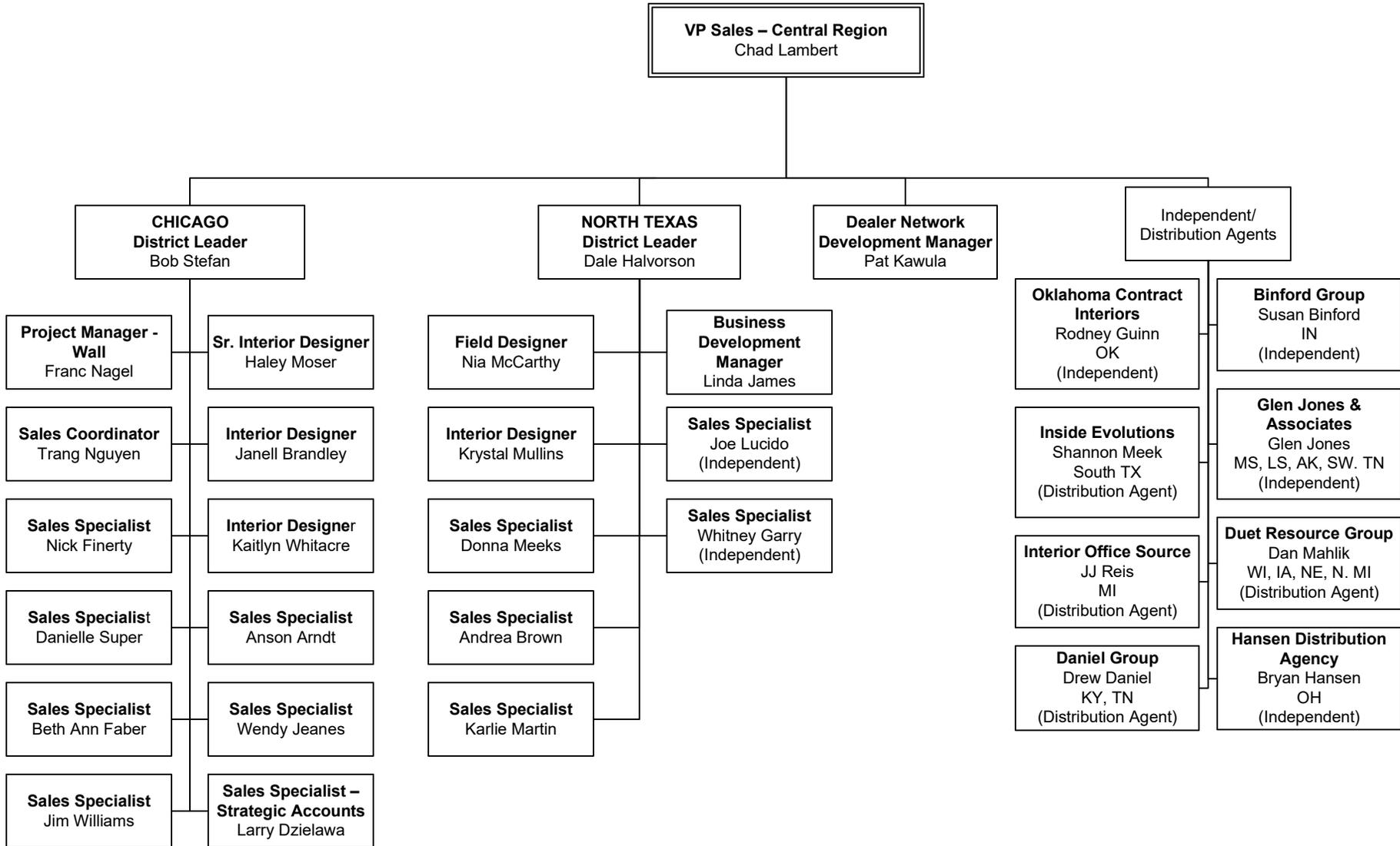
Sales Management – Western Region Organization Chart March 11, 2024



Independent Offices:
 Matt Arnold – WA, OR, AL, ID, MT
 Carl Canter – CO, WY, S. NV
 Lee Stapp – CO (K12)
 Dan Mahlik – MN, ND, SD
 Chris Mellgren – S. CA



Sales Management – Central Region Organization Chart October 23, 2023





Sales Management – Eastern Region
Organization Chart
April 3, 2024

VP Sales – Eastern Region
Chris Griffin

Regional A&D Manager
Jason Lazarz

NEW ENGLAND
District Leader
Jacqueline McGuire

CAROLINAS
District Leader
Angel Burgess

MID ATLANTIC
District Leader
Becky Randel

GEORGIA/ALABAMA
District Leader
Tyler Scharafanow

NEW YORK
District Leader
Robert Abernathy

FLORIDA
District Leader
Tom Krajewski

Sr. Interior Designer
Diane Slothouber

Interior Designer
Alona Rubel

Sales Coordinator
Reese Laundry

Sales Specialist
Melissa Kalinowski

Sales Specialist
Ben Weaver

Sales Specialist
Cris Maher

Sales Specialist
Susan Sullivan

Sales Specialist
Tyra Leoveanu

Sales Specialist
David Cook

Sales Specialist
Justin Mikolyski

Sales Specialist – Strategic Accts.
Jackie Andrey

Project Manager (Wall)
Deborah Cross

Sr. Interior Designer
Roweena Llamas

Interior Designer
Beth Reuter

Field Designer
Mary Ann Hope

Sales Coordinator
Michelle Smith

Sales Specialist
Brad Osborne

Sales Specialist
Michelle (Susan) Kingston

Sales Specialist
Adam Brown

Sales Specialist
Mark (Grady) Thompson

Sales Specialist
Doug (James) Fairburn

Sales Associate
OPEN

Sales Specialist
Alisa Williams

Interior Designer
Carolyn Hall

Interior Designer
Saureena Townsend

Sales Specialist
Libby Sponsler

Sales Specialist
Erin Bischoff

Sales Specialist
Tina Vaitkus

Sales Specialist
Cory Nester

Sales Specialist – Strategic Accts./ Wall
Kristi Indahl

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

Field Designer
Sarah Weeden

Field Designer
Adam Pastuzyn

Project Manager - Wall
Garrett Smith

Sales Specialist
James Haner

Sales Specialist
Aaron Scroggins

Sales Specialist
Chris Williams

Sales Specialist
Rick Baitinger

Sales Specialist
Abby Wilson

Sales Specialist – Strategic Accts.
Grant Huebner

Sr. Interior Designer
Christopher Jim

Interior Designer
Nicolle Navarete

Project Manager – Wall
Greg Boex

Sales Coordinator
Anthony Parra

Sales Coordinator
Nadia Hobbs

Sales Specialist
Curtis Winkler

Sales Specialist
Rachel Levine

Sales Specialist
Bryan Efron

Sales Specialist – Strategic Accts.
Christina Gigstead

Business Development Manager
Tim Flannery

Sr. Interior Designer
Megan Roper

Interior Designer
Jackie Esteban

Interior Designer
Sofia Solano Dominguez

Sales Specialist
Allison Brown

Sales Specialist
Chayanne Arcos

Sales Specialist
Kasia Johnson

Sales Specialist
Zach Dagneau

Sales Associate
Jack Flis

Sales Specialist
Chris Rueckl

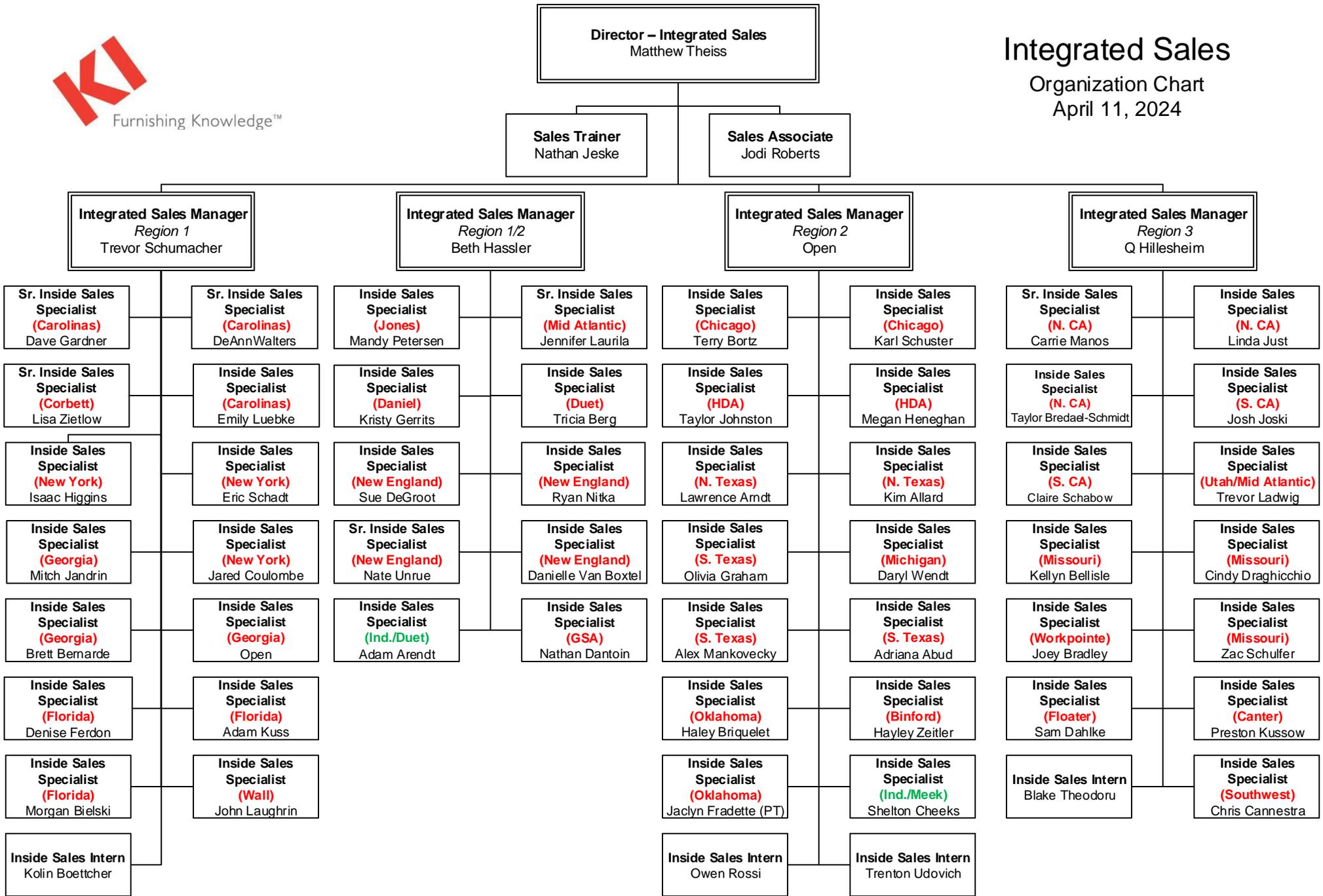
Sales Specialist
Michael Larsen



Integrated Sales

Organization Chart

April 11, 2024



Please see all three Tabs

Authorized Dealers

Cust. #	Dealer		City/State		
Burgess/NC, SC					
007879	A&W Supply/School & Office Supply	Jon Johnson	Knoxville/TN	Registration Only	
	Alfred Williams & Company	Lee Carr	Raleigh/NC	Registration Only	
	Brame Specialty Co.	Bill Freshwater	Raleigh/NC	Registration Only	
	Carolina Business Furnishings	Ana Monge	Winston-Salem/NC	Registration Only	
031768	Carolina Furnishing & Design	Josh Halverstadt	West End/NC	Registration Only	
046267	Contrax Furnishings	Bob Redding	Charlotte/NC	Registration Only	
	Creative Business Interiors	Amanda Woodburn	Raleigh/NC	Registration Only	
	Forms and Supply, Inc	Bill Waide	Charlotte/NC	Registration Only	MWBE
009249	Herald Office Supply, Inc	Becky Williams	Dillon/SC	Registration Only	SBE & HUB and Veteran owned
016253	HST Interior Elements		Nashville/TN	Registration Only	
	Interior Systems, Inc.	Mark Goudy	West End/NC	Registration Only	mwbe & (HUB) certified minority supplier of contract furnishings
	Wulbern-Koval Company	Clyde Quick	Charleston/SC	Registration Only	VBE
	Learning Environments	Ben Miller	Liberty/NC	Registration Only	
	Office Furniture Outfitters	Steve McPherson	Knoxville/TN	Registration Only	
	Perfection Equipment	Joe Tregeser	Siler City/NC	Registration Only	
	StepUp, Inc.	Ryan Prentice/Arlene Kesler	Charlotte/NC	Registration Only	mwbe & (HUB) certified minority supplier of contract furnishings
048970	Synergy	Mike Moore	Nashville/TN	Registration Only	
AL, GA, FL Pan.					
048442	Best Office Solutions	Sandi Shields	Waynesboro/GA	Registration Only	
	Business Interiors, Inc.	Thomas Curry	Birmingham/AL	Registration Only	
	Carrollton Office Equipment Company	Allison Gresham	Carrollton/GA	Registration Only	
048830	Contrax Furnishing	Darin Coleman	Gainesville/FL	Registration Only for S. GA	
	Corporate Environments of GA	Kim Grant	Atlanta/GA	Registration Only	WOSB
	Corporate Interiors of Alabama LLC	Gail Cox	Birmingham/AL	Registration Only	DBE
	CWC	Paul Connelly	Atlanta/GA	Registration Only	
	Division 12 Consulting LLC		Montgomery/AL	Registration Only	SBE, MBE
	Ernie Morris Ent.	Ron Morris	Bushnell/FL	Registration only	SBE
	Georgia Institutional Furn.	Steve Webb	Peachtree City/GA	Registration Only	
	Jeannetta Design Associates, Inc.	Mr. Kim Jordan	Buford/GA	Registration Only	
	Advantage Office Solutions	Mark Camp	Villa Rica/GA	Registration Only	
	Mason, Inc.	Debbie Ryan	Thunderbolt/GA	Registration Only	
	Augusta Business Interiors	John Mayo	Augusta/GA	Registration Only	SBE
	Advent Business Interiors	Gaye Arthur	Albany/GA	Registration Only	
	Center Office Systems Inc. dba National Office Systems	Heather Lott or Melissa Wedin	Savannah/GA	Registration Only	
	Georgia Specialty Equipment, LLC	Randall B. Cottrill	Fayetteville/GA	Registration Only	
	Office Interiors	Michelle Kamenca	Atlanta/GA	Registration Only	SBE
	Patterson Pope	Elizabeth Bulter	Norcross/GA	Registration Only	
	Malone Office Environment	Donna Abernathy	Columbus/GA	Registration Only	
	Office Creations	Shawn Long	SUWANEE/GA	Registration Only	
	Diversified Resource Group	Darrell Creedon	Peachtree Corners/GA	Registration Only	
	North Georgia Business Products,	AKA			
	Mc Garity's Business Products	Will Hudson	Atlanta/GA	Registration Only	SBE
	Contract Business Interiors, Inc.	Stephen Gamble	East Point/GA	Registration Only	SBE/MBE
	Empire Office	Jennifer McNemar	Alpharetta/GA	Registration Only	
	Ernie Morris	Adin Burchfield	Cumming/GA	Registration Only	
	Fowlers Office Interiors	Todd Fowler	Athens/GA	Registration Only	
McGuire/New Eng.					
018704	Broadway Office Furniture	Melissa St. Andre	Springfield/MA	Registration Only	Chelmsford SD
	Business Interiors	Nichole Bachand	Williston/VT	Registration Only	
	Ceretto Commercial Interiors	Donata Ceretto	Old Saybrook/CT	Registration Only	
011234	Contrax Furnishings	Mary MacMahon	Tolland/CT	Registration Only	
	Creative Office Pavilion	Mark St. Clair	Portland/ME	Registration Only	
	Creative Office Pavilion	Mark LeMay	Manchester/NH	Registration Only	
003690	Creative Office Pavilion (MA & RI)		Boston/MA	Registration Only	
	DeClercq Office Group, LTD	Briar Nolan	Hartford/CT	Registration Only	SBE/WBE
	EvensonBest	Suzanne Matz	New York/NY	Registration Only	CT only
	Exterus Business Furniture	Chris Echo	Shelburne/VT	Registration Only	
	Inside Source	Jenna Wernikowski	Norwalk/CT	Registration Only	CT only
	Interscape Commercial Environments	Josh Hagstrom	Farmington/CT	Registration Only	
	John Watts Associates, Inc.	Jeff Watts	East Hartford/CT	Registration Only	SBE in CT
	Kimsco	Bruce Morrison	Hancock/ME	Registration Only	K-12 only
004492	Monitor	Brian O'Neil	Duxbury/MA	Registration Only	K-12 only
	Office Environments of New England	Doug Crosby	Boston/MA	Registration Only	
	Office Interiors Limited	Ellen Bates	Dover/NH	Registered projects for NH	
	Office Resources	Harry Gruss	Hartford/CT	Registered projects only for CT/MA	
	Office Solutions	Joe Green	Mansfield/MA	Registration Only	Private schools only

	OFI School Furnishings Total Office Interiors Inc. (TOI) W. B. Mason W. B. Mason/Connecticut Wholesale Distribution	Brian Murray Bob Edwards Danielle Briskie Steve Bliss Linda Sharp	Newington/CT Hudson/NH Boston/MA Boston/MA Cotuit/MA	Registration Only Registration Only Registration Only Registration Only Registration Only Registration Only	WBE wben sbe w bus ent.nat. council. # 232258
N. FL	Advanced Furniture Solutions Beaux Arts Group BOS Orlando Collaboration Solutions Inc. (CSI) Commercial Design Services, Inc (CDS) Common Sense Office Furniture Contrax dba Meteor Empire Office Ernie Morris Ent. Florida Business Interiors Holmes & Brakel Huston's Commercial Ints. Interior Fusion OEC Business Interiors OES OFC (Office Furniture Center) Office Furniture & Design Concepts Office FurnitureSolutions Patterson-Pope Perdue Inc. Total Office Solutions UDT Online (United Data Technologies) Workscapes	John Prather Dax Cagle Suzanne Tillman Summer Vyne Kevin Gray Kirstyn Hobler Bill Latham Laura Schleuter Ron Morris Ken Waite Mikae Gaetanos Peter Kemp Richard Fendley David Salter Deb Morris Victor Kormanik Michaela Sarno Stio Stve Baricko Andy Meadows Meghan Shriver Sarah Bermudez	Jacksonville/FL Orlando/FL Lake Mary/FL Jacksonville/FL Tampa/FL Orlando/FL Gainesville/FL Hollywood/FL Bushnell/FL Tampa/FL Jacksonville/FL Stuart/FL St. Petersburg/FL Gainesville/FL Jacksonville/FL Tampa/FL Fort Meyers/FL Tampa/FL Santa Rosa Beach/FL Jacksonville/FL Jacksonville/FL Miramar/FL Orlando/Jacsonville FL	Registration only Registration only Registration only Approved Registered Projects only Registration only Registration only Registration only Registration only Registration only Registration only Approved Registered Projects only 5 counties Registration only Registration only Registration only Registration only Registration only Registration only Registration only Registration only Approved Registered Projects only Approved Registered Projects only Approved Registered Projects only	EDWOSB Covers JAX area also Entire State SBE DVBE SBE
048833					
S. FL 011837 049236	Classroom Outfitters Contrax dba Meteor Huston's Comm. Ints. J C White Office Furn. M. Hanson & Company Inc. Pradere Manufacturing Corp DBA Pradere Designer Work School Specialty OFFICE FURNITURE SOLUTIONS	Rick Brewer Bill Latham Peter Kemp Laura Holzknacht Jane Mosely ileana Gary Acedo Steve Baricko	Miami/FL Gainesville/FL Stuart/FL Miramar/FL Fort Lauderdale Hialeah/FL POMPANO BEACH/FL	S. Florida Project Registration only Registration only 5 counties Registration only Broward, Palm Beach, Martin, Dade Registration only Registration only Registration only	S. FL SBE Jane@mhansonco.com ileana@pradereoffice.com
Abernathy/NYC Dist. 034422 009978	Arbee Associates ATD American A.T. Equipment Sales Corp. Atlas Desk Alianza Services LLC BFI Business Environments Commercial Furniture Interiors Commercial Interiors Direct, Inc. Creative Library Concepts Empire Office Inc. HNE Maco Office Supply Millenium Office Solutions Rug & Floor Store Soyka Smith Design Group Specialized Storage Systems, Inc. Telcar Group	Ed Mazelis Yvonne Zaslow George Tischler Nancy Henderson Ying McGuire Bryan Efron Fran Clark Jeffrey Kopelman Steven Muller Brad Kingsburg Tori Alexander Jim Sorrentino Rick Reissman Jerry Pastor Bob or Mike Pizzuto Bridgette Soyka-Smith Thomas Andrea Joe Ogno	Piscataway/NJ Wyncote/PA Scarsdale/NY Newark/NJ Nyack/NY Parsippany/NJ Parsippany/NJ Mountainside/NJ Riverdale/NJ Kenilworth/NJ New York/NY Holbrook/NY Union City/NJ Orange/NJ Saddlebrook/NJ Fairfield/NJ Bohemia/NY	NJIT specific City College of Morris NJ Registration only Registration only N. NJ Registration only Registration only	woman owned MBE MWBE MWBE, SBE SBE SBE, UEC Urban Zone SBE mwbe SBE
Corbett/PA, DE, W. VA, S. NJ 007259 008947 033637 018916 000070 004120	Garden State School Furn Educational Interiors LLC PEMCO Brennan Office Interiors Delaware School & Office Top to Bottom Interiors AFS Allied Equipment Allstate Office	Jim McKenna Jim McKenna Brian Mcgaughey Mark Brennan Jamie Kegarise Dennis Hamilton Laurie Peterson Fred Stucky Jr. Mike Spooner	Hainesport/NJ Medford/NJ Langhorne/PA New Castle/DE Wilmington/DE Altoona/PA Philadelphia/PA Lawrenceville/NJ Hamilton/NJ	K-12 NJ K-12 NJ PA Delaware Delaware PA Registration only Registration only Registration only	 mwbe app. In mwbe

	AOE	Rich Custer	Malvern/PA	Registration only		mwbe		
	Arenson Office	Mary Stipisich	Woodbridge/NJ	Registration only				
	Bellia	Anthony Bellia Sr.	Woodbury/NJ	Registration only				
	Business Furniture Inc. (BF1)		Elizabeth/NJ	Registration only				
	Business Interiors by Staples	Grace Ober	Aston/PA	Registration only				
	Butler Office	Tom Butler	Toms River/NJ	Registration only				
	Capitol Business Interiors	J. Clayman - Pres	Charleston/WV	Registration only				
	Cofco	Joan Waters	Philadelphia/PA	Registration only				
	Commonwealth Business Interiors	Kathy Belton	Harrisburg/PA	Registration only		mwbe		
	Corporate Source	Matt Malinowski	Mt. Laurel/NJ	Registration only		WBE		
	Contract Furniture Solutions	Rob Galvin	Chalfont/PA	Registration only				
	County Business	Joe or William Lennon	Pennington/NJ	Registration only				
	Diversified Storage Solutions Inc.	Doug Kimenhour	Norristown/PA	Registration only				
	C.M. Eichenlaub	Shari DeLuca	Pittsburgh/PA	Registration only			K-12 W. PA	
	Education Outfitters	Thomas Ferrentino	Pipersville/PA	Registration only				
	GA Blanco	Robert Alexander	Clarksboro/NJ	Registration only				
	H&H Interiors	Jackie Hess	Feasterville/PA	Registration only				
	KAD Associates	Karen Tish	Colonia/NJ	Registration only				NJ approved SBE
	National Equip. & Facility Solutions NESF	Ryan Wagner	North Versailles/PA	Registration only				
	Office Basics		Moorestown/NJ	Registration only				
	Office Furniture Partnership (OFFP)	Bob Rigby	Morristown/NJ	Registration only				
	ARD dba/Paramount Facility Management Sols.	Michael Davis	Raritan/NJ	Registration only				NJ approved SBE
	Premier Office Solutions, Inc.	Joe Koletty	Willow Grove/PA	Registration only		WBE, WOSB		
	PROCADEMY FURNITURE	Hatice Dinc	West Caldwell/NJ	Registration only				
	Source One	Steve Domeracki	Cherry Hill/NJ	Registration only				
	Today's Systems	Sam Strobeck	Bala Cynwyd/PA	Registration only				
	Tom Ford Associates	Tom Ford	Wall/NJ	Registration only				
	Tri-R	Rich Mack	Hainesport/NJ	Registration only				
	Whalen-Barez Group	Tim Whalen	Colts Neck/NJ	Registration only		mwbe		
	WS Goff	Barry Goff	Mays Landing/NJ	Registration only		mwbe		
	WB WOOD	MAUREEN TRACY	BASKING RIDGE/NJ	Registration only				
Corbett/NY								
012818	Accent Furniture	Arnold or Michael Gleasman	Albany/NY	Registration only				
	Hummel's Office Plus	Chris Hayes	Norwich/NY	Registration only				
Mid-Atlantic								
	(Mid-Atlantic States)							
	American Design Assoc.	Gloria Scaraggi	Towson/MD	Registration only	Balt. Metro			
	American Office South, Inc	Greg Parsons	Glen Allen/VA	Registration only		SWaM	small business	7 locations in MD/VA
	Ask-Ark, LLC	Alphonso Nettles	Dulles/VA	Registration only		SWaM	Verteran owned	
	Barrows Business Environments	Josh Hurt	Roanoke/VA	Registration only	Virg. Tech			
	Bialek Environments dba	Bruce Jacobson	Rockville/MD	Registration only		WOSB, SBE		
	Creative Office Environments		Charlottesville/VA	Registration only	VA			Registration only (Hanson Sidney)
	Dancker	Fanny Lou	Capital Heights/MD	Registration only				
	Diversified Educational Systems	Mark Wyatt	Middleburg/VA	DC Public Schools				DC CBCE
	Douron Inc.	Paul Glaudemans	Owings Mills/MD	Registration only				
	Forms & Supply, Inc.	Bill Waide	Charlotte/NC	Registration only	E. VA	MWBE		
	govSolutions, Inc	Donna Long	Virginia Beach/VA	Registration only	VA	WBE, DBE, Virginia SWaM MBE, Service Disabled Veteran, 8(a), SDB, SDVOSB, VOSB, EDWOSB, WOSI		
	Innovative Business Interiors		Silver Spring/MD	Registration only/primarily non-profits				
	Interior Furniture Solutions	Mel Cerruti	Annapolis, MD	Registration only	MD			
	Interiors by Guernsey, LLC	Lynn Lyon	Chantilly/VA	K-12 & Local Govt	VA - Counties of Loudoun, Arlington, Fairfax, Prince William			(previously Systems Furniture Gallery)
	JMJ Workplace Interiors	John Massad	Richmond/VA	C. VA Priv. Schools				
	Labers Office Furniture	Mallory Sizemore	Hagerstown/MD	Registration only		Small Business		
	Maryland Office Interiors (MOI Inc.)	Chris Hayden	Baltimore/MD	Registration only				
	Millers Supplies at Work	Todd Mason	Lorton/VA	Registration only				
	Noble Office Furniture LLC	Deborah Firebaugh/Ken Garre	Roanoke/VA	Registration only		SWaM	Micro Bus. Cert.	
	Randall Business Interiors, Inc	Kim Jacobs	Annandale/VA	Registration only		WBENC	Small Woman Owned Bus.	
	Price Modern	Jorge Garayta	Baltimore/MD	Registration only				
	Spacesaver Systems, Inc. dba/ Workspace Design	Tom Metzfield	Kensington/MD	Registration only	MD	WBE?		
	Tactical Office Solutions, Inc.	Lee Ann Zelesnikar	Hampton/VA	Registration only		SWAM by St of VA, SBA 8 (a)		
	The Supply Room		Ashland/VA	Registration only				
	Turner Construction			Registration only	Richmond City Schools			
	U.S. Business Interiors	Jeff Stovall	Largo, MD	Registration only				jeff@usbionline.com
	Washington Office Interiors LLC	Barbara Barry	Galthersburg/MD	Registration only		MBE, WBE, Certified 8a Small-Woman-Owned Business		
	Washington Workplace	John Murphy	Arlington/VA	DC metro non-K-12				
Hansen/OH								
002373	American Interiors	Kathie Funk	Toledo/OH	Registration only				
	Elements IV Interiors	Mark Williams	Dayton/OH	Registration only		MWBE		
	Geis Construction	Fred Geis/Renne Rini design	Streetsboro/OH	Registration only				
017671	IFR	Thomason's Inst.	Cincinnati/OH	Registration only				
	Indoff	Jeff Lorimer	Youngstown/OH	Registration only				5 counties: Mahoning, Trumbull, Columbiana, Summit, Portage
	Innovative Office Solutions (IOS)	Eric Eyink -Pres	Maria Stein/OH	Registration only		Edge Dealer		
	Kavanaugh's Office City	Bob Cavanaugh	Springfield/OH	Where approved for sales of KI. Registration only				

	Inside the Lines	Brad Eiken	Columbia/MO	Registration only	
	John A. Marshall Company	Mark Sneed	Lenexa/Wichita/KS	Registration only	
	Kansas Contract Design	Craig Lipsey	Wichita/KS	Registration only	
	Louer Facility Planning	Yvette Harris/Jane Louer own.	Collinsville/IL	Registration only	Woman Owned
	Modern Business Interiors LLC (MBI)	Jeanine Moore	St. Charles/MO	Registration only Topeka USD	
	Marathon Building Environments	Frank Sovich	Columbia/MO	Registration only	
	NewSpace Business Interiors	Jay Kamps	St. Louis/MO	Registration only	
	Office Essentials	Shawn Menke VP-Sales	St. Louis/MO	Registration only	
	Roberts Hutch-Line Inc	Ron Valentine	Hutchinson/KS	Registration only	
	Samco Business Products (see Benchmark Off.)	Dan Eiken	Jefferson City/MO	Registration only	
	Spaces Inc.	Trisha Allenbrand	Lenexa/KS	Registration only	small business, woman owned
	Spellman Brady Company	Amanda Renshaw	St. Louis/MO	Registration only	WBE
	Ssi Furnishings	Deb Fenton	Pleasant Valley/MO	Registration only	
	Working Spaces	Angela Hauf	Kansas City/MO	Registration only	
	Scott Rice Office Interiors / Office Plus	David Ochs	Wichita/KS	Registration only	
				Registration only Tyler metro	HUB
Meeks/S. TX	Ables-Land, Inc	Julie Ables	Tyler/TX	Registration only	
	Abilene Printing & Stationary Co.	Harlan Owen	Abilene/TX	Registration only	SBE
	AFMA Inc. dba Austin Business Furn.	Jay Femal	Austin/TX	Registration only	
	Agile Ofis Solutions, LP	Steven Van Bevern	Houston/TX	Registration only PVAMU	
	Brenham Office Supply	Wayne Bartkowiak	Brenham/TX	Registration only	MBE, HSMBC
	Challenge Office	John Barbosa	Houston/TX	Registration only	HUB
	Coastal Office Solutions, Inc.	Shad Estes	Victoria/TX	Registration only	
	Collaborative Office Interiors	Josh Wilson	Houston/TX	Registration only	
043180	Contract Resource Group	Chris Erdeljac	Houston/TX	Registration only	
	Contrax	5 reps		Registration only	HUB
	CORE Office Interiors	Nick Williams	Austin/TX	Registration only	HUB
	DC Interiors dba/Darlene Cassias Ints.	Galina O'Neil-Accounting	San Antonio/TX	Registration only	
	Debner & Company dba (G.L.Seaman & Co.)	Beth Clayton	Houston/TX	Registration only	HUB, WBE
	ECFS, LLC	Chris Lowe	Tomball/TX	Registration only	
001701	Educator's Depot	Allan	Sugar Land/TX	acc Registration only	
	Facilities Interiors		Houston/TX	Registration only	HUB, DBE, WOBE
	Facilities Resources Inc.	Darren Ross	Cedar Park/TX	Registration only	HUB
	Furniture Marketing Group		Houston/TX	Registration only	
	Gateway Printing & Office Supply	Marisa Gonzalez	San Antonio/TX	Registration only	SBE, WBE
	HBI Office Solutions, Inc	Susan Ellis	Huntsville/TX	Registration only	HUB
	Hernandez Office Supply	Shawn Lemoine	Nederland/TX	Registration only	
	Hertz	Daniel Goldfine	Houston/TX	Registration only	HUB
	HPG Design Group	Hilda Perez-Garcia	Corpus Christi/TX	Registration only	
	Indeco	Kevin Goldston	Belton/TX	Registration only	HUB, MWBE
	J. Tyler		Houston/TX	Registration only	WBE
	Learning Environments LLC	Jarrod Wiggins	Houston/TX	Registration only	
	LetourneauKeller	Tim Letourneau-President	Houston/TX	Registration only	WBE, HUB
	Manning Office Solutions	Jim Mathison	Beaumont/TX	Registration only	
	Marnoy Interests dba/Office Pavilion	Mollie Ellerkamp	Houston/TX	Registration only	
	McCoy-Rockford Inc.	John Rademacher	Houston/TX	Registration only	WBE, SBE
	Nelson Interiors	Robbie Nelson	San Antonio/TX	Registration only	
	Office Depot, Inc.	Beth Moher	Houston/TX	Registration only	Small Disadvantaged Bus.
	Office Design Concepts, LLC	Joseph Sylvan	Houston/TX	Registration only	HUB, WBE
	Office Furniture Innovations	Jayne Edison	Houston/TX	Registration only	
	Office Furniture Now	Karen Desorcy	Austin/TX	Registration only	HUB, MWBE
	Office Source		San Antonio/TX	Registration only	HUB, WBE
	OFIS	Sandy Nguyen	Houston/TX	Registration only	
	Omega Furniture and Design LLC	Scott Janes	Temple / TX	Registration only	
	Randall Watts and Associates	Randall Watts	Houston/TX	Registration only	HUB, WBE. TXMAS cert.
	RHTX	Luis Busmail	San Antonio/TX	Registration only	
	R Install	Rico	San Antonio/TX	Registration only	HUB, WBE
	SKG	Camille Gordon	San Antonio/TX	Registration only	HUB
	Smarketing	LeRoy Jones	Houston/TX	Registration only	
	Texas Wilson Off. Furn. & Svcs.	Jenna Perrone	San Antonio/TX	Registration only	
	Total Office Solutions dba(O&S Off. Sols)	Christine Sterling	Waco/TX	Registration only	HUB, MWBE
	The Luck Company	Jere Luck	Houston/TX	Registration only	
	Trinity Library Resources LLC	Frank Yench	San Antonio/TX	Registration only	HUB
	Vanguard Environments	Aelicia Bayliss	Houston/TX	Registration only	HUB
	Velocity Business Products	J. D. Pedigo	Houston/TX	Registration & TX AM	HUB MWBE
	Wilton's OfficeWorks	Jeff Monroe	Bryan/TX	Registration only	HUB, WBE
	Workplace Resource	Debbie Vera	San Antonio/TX	Registration only	
	Workplace Solutions	Mike Schiller	San Antonio/TX	Registration only	
	Workspace Resource	James Strole	Conroe/TX	Registration only	
				Registration only	
Halvorson/N. TX	1st Class Solutions	Kim Newsome	Lubbock/TX	Registration only	HUB
	Allstar Business Concepts	Kevin Hardegree	Lubbock/TX	Registration only	WBE
	BP Interiors	Bruce Wiuff	McKinney/TX	Registration only	HUB
	Built for Dreams	Alisha Gregg	Lubbock/TX	Registration only	WBE/HUB

001701	Business Interiors	Sally Smith	Irving/TX	Registration only	
042928	Conrax	multiple contracts		Registration only	
	Furniture by William Webb	William Webb	Carrollton/TX	Registration only	HUB, WBE
007954	G. L. Seaman & Co.	Patrice Supulski	Fort Worth/TX	Registration only	HUB, WBE
	General Office Supply, Inc.	Tim Cox/Daphne Cox	Amarillo/TX	UNT and Registration only N. TX	
	Intelligent Interiors		Addison/TX	Registration only	
	Interior Resources Group (Texas Interior Resources LLC	Melissa Taylor/Martha Blue	Dallas/TX	Registration only	
	J & S Equipment	Chuck Huffstutler	Richardson/TX	Registration only	
	Lone Star Furnishings LLC	Brad Jones	Plano/TX	Registration only	HUB
	McKinney Office Supply, Inc.	Niki Ham	McKinney/TX	Registration only	HUB, WBE
	Monarch Office Furniture	Carla Cavallo	Grand Prairie/TX	Registration only	
	Moore Supplies (Comm. Supp. Specs.)	Jimmy Moore	Big Spring/TX	Registration only	
	M.T. Casey & Associates	Mike Casey	Dallas/TX	Registration only	HUB
	Office Wise/Navajo Office	John Navarette	Amarillo/TX	Registration only	HUB, WBE
	Plano Office Supply	Tom Lowe	Plano/TX	Registration only	
	Royer Commercial Ints/dba Royer & Schutts	Honor Rowe	Fort Worth/TX	Registration only	
	Spencer and Company	Whitney Compton	Dallas/TX	Registration only	
	Tangram Interiors (formerly BKM)	Mark Peters	Dallas/TX	Registration only	
	Tascosa Office Machines	Kevin Hardegree	Lubbock/TX	Registration only	
	Trinity Library Resources LLC	Frank Yench	San Antonio/TX	Registration only	MBE/HUB
	West Enterprise/s West Office Supply	Jay West	San Angelo/TX	Registration only	
	Wilson Office Interiors	Felicia Davila	Dallas/TX	Registration only	WBE/HUB
	WRG	Erin Guy	Dallas/TX		
Stefan/N. IL, N. IN	BOS of IL inc. dba/Affordable Office Interiors	Peter Lindsay	Roselle/IL	Registration only for N. IL counties only	
	Bradfield's Inc.		Peoria/IL	Registration only for N. IL counties only	
	Bradford Systems, Inc.	Dave Bradford	Bensonville/IL	Registration only for N. IN counties only	
001045	Business Furnishings LLC	multiple contacts	South Bend/IN	Registration only for N. IL counties only	WBE
	Corporate Concepts	Randy Blackwell		Registration only for N. IL counties only	
	Forward Space	Jennifer Esposito	Lombard/Chicago/IL	Registration only for N. IL counties only	
	Group Management	Susan Flaherty	Chicago/IL	Registration only for N. IL counties only	
	Henricksen	Greg Meyers	Aurora/IL	Registration only for N. IL counties only	
	Indoff	Terri Wray	Itasca/IL	Registration only for N. IL counties only	
	Inlander Brothers, Inc.	Amie Svec	Evanston/IL	Registration only for N. IL counties only	
	Inline Design Office Solutions	Larry James Bruno	Chicago/IL	Registration only for N. IL counties only	MBE
	Interiors for Business	Bill Cooper	Chicago/IL	Registration only for N. IL counties only	
	Larson Equip. & Furn. Com	Pete Molenhouse	Batavia/IL	Registration only for N. IL counties only	
008944	Lowery-Mc Donnell Co.	Scott Mills	Bensonville/IL	Registration only for N. IL counties only	
	Midwest Educational Furnishings, Inc	David Welter	Kildeer/IL	Registration only for N. IL counties only	
	Midwest Office Interiors, Inc	Brent Ochs	Woodridge/IL	Registration only for N. IL counties only	
	Office Interiors Inc.	Rob Meyers	Mishawaka/IN	Registration only for N. IL counties only	
	Prevolv, Inc.	John Ewine	Chicago/IL	Registration only for 5 N. IN counties only	
	Sharp School Services, In	David Sharp	Hobart/IN	Registration only for N. IL counties only	WBE
	Stocks Office Furniture	Maggie McGuire	Champaign/IL	Registration only for N. IL counties only	
	Warehouse Direct Inc.	Storey Bruno	Des Plaines/IL	Registration only for N. IL counties only	SBE
	Widmer Interiors	Anna Anderson	Rockford/IL		
Healy/MN, ND, SD	Burgher Office Systems		Virginia/MN	Registration Only	
002636	Canfield's – Sioux Falls		Sioux Falls/SD	Registration Only	
013587	Central Business – Brookings		Brookings/SD	Registration Only	
	Connect Interiors	John Larson	Fargo/ND	Registration Only	
035850	Cooper's Office Supply Inc.		Fergus Falls/MN	Registration Only	
	Staples		Minneapolis/MN	Registration Only	
SD State Contract	Dakota Business Center – Rapid City		Rapid City/SD	Registration Only	
	Innovative Office Solutions		Burnsville/MN	Registration Only	
	Intereum		Minneapolis/MN	Registration Only	
	Klein's – Pierre		Pierre/SD	Registration Only	
	Office Essentials – Sioux Falls		Sioux Falls/SD	Registration Only	
	Office Peeps – Watertown		Watertown/SD	Registration Only	
	Western Stationers – Rapid City		Rapid City/SD	Registration Only	
	Interstate – Sioux Falls		Sioux Falls/SD	Registration Only	
Duet Res. Grp./WI, NE, IA, N. MI	All Makes Office Interiors	Breanna Peters	Des Moines/IA	Registration Only	WBE
	Beirman Furniture	Drew Mattes	Ankeny/IA	Project Dealers by Registration only	
	DJMI	Dan Mahlik	Milwaukee/WI	Registration Only	WBE but not cert.
	Office Interiors and Design	Vicky Kuhn	Lincoln/NE	Registration Only	
	Premier Furniture and Equipment	Roger Johnson	Waverly/IA	Registration Only	
	Storey Kenworthy(dba/Iowa Office Ints		Des Moines/IA		
Welsh/N. Cal.	Affordable Office Furniture & Supplies	Stuart Cameron	Yuba City/CA	Registration Only	CA SBE
	Building Block Interiors	Drew McGhie	San Ramon/CA	Registration Only Yosemite CCD and Sacramento Valley	

Arnold/WA, OR, ID, MT, AK

Interior Development East
Business Interiors of Idaho
Contract Design Associates, Inc
Diversification Inc. DBA/WORKPOINTE
Henriksen Butler Idaho
Office Trends Inc.
PBZ Inc.dba Office Interior Concepts
Pacific WRO
Sprague Solutions, LLC
Think Office
Workplace Resource of Oregon

Marcus Smith
Mike Loustalot
Jared Butterworth
Matt Arnold
Zack Fronk
Loren LaFleur
Martha Monce
Carrie Wren
Daniel Sprague
Rod Young
Elena Twombly

Seattle/WA
Boise/ID
Missoula/MT
Seattle/WA
Boise/ID
Portland/OR
Portland/OR
Portland/OR
Boise/ID
Anchorage/AK
Portland/OR

Registration Only
Registration Only

woman owned

Clallam County exclusively

SBE, minority owned

SBE

005383

National Dealers

School Specialty
Business Interiors by Staples
T1 Visions

Wade Seeley
Mike Spencer
Marco Ventura - COO

Rigby/ID
Broomfield/CO
National

Idaho, Registration only for all other states
Registration only
Where approved for sales of KI/T1. Registration only

DEALER REPRESENTATIVE (DR) LISTING

DR Entity Name	DR Principal	Business Location			Status
Region 1					
Corbett Incorporated					
EDUCATIONAL FURNITURE SOLUTIONS	Kevin Christman & Team	Norristown	PA	19403	
EM&N MARKETING INC dba Quality Office Env.	Marcia Podhorecki	Genesco	NY	14454	
KI - Mid Atlantic					
DIVERSIFIED EDUCATIONAL SYSTEMS, INC	Mark Wyatt/Megan Arnold	Middleburg	VA	20118	
DES-DC	Mark Wyatt/Emily Thornton	Washington	DC	20007	
ALL BUSINESS SYSTEMS & DESIGN	John Patton	Chantilly	VA	20151	
KI - New York					
JC OFFICE CONSULTANTS LLC	Jackie Orlando	Warren	NJ	07059	
MARGEN DESIGNS	Maria Podesta	North Bellmore	NY	11710	
KI - Carolinas					
INDICOTT GROUP	Rob Indicott	Boone	NC	28607	
ZECA ENTERPRISES	Zane Bloom	Leland	NC	28451	
KI - Georgia					
AUGUSTA BUSINESS INTERIORS	John Mayo	Augusta	GA	30909	
MALONE OFFICE ENVIRONMENTS	Sam Buracker / Libba Dillon	Columbus	GA	31901	
ADVANTAGE OFFICE SOLUTIONS	Mark Camp	Villa Rica	GA	31455	
Region 2					
Binford Associates of IN					
TURNKEY INC	Stephanie Romano	Cicero	IN	46034	
REIMAGINING SPACES, LLC	Char Bennett	Noblesville	IN	46060	
FURNISHING SOLUTIONS INC	Randy Hayes	Elkhart	IN	46514	
3 LEG TABLE COMPANY LLC	Greg McDaniel & Team	Zionsville	IN	46077	
KI - Michigan					
WISER CONTRACT FURNITURE LLC	Christian Wiser	Grand Rapids	MI	48506	
HALATEK & ASSOCIATES	Chris Halatek	White Lake	MI	48386	
Glen Jones & Associates					
LOU SKEEN CONTRACT INTERIORS	Lou Skeen	Fort Smith	AR	72908	
GBP DIRECT INC	Doug Durkin/Michael Lavie	Kenner	LA	70062	

SOUTHERN FURNITURE DIRECT LLC	Andrew McIver	Mandeville	LA	70471	
Duet Resource Group					
J LEAPALDT & ASSOCIATES LLC	Julie Leapaldt	St Cloud	MN	56303	New - 1/1/23
KI - Chicago					
THE BUSINESS SECTION INC	Jim Heyden	St Charles	IL	60174	
CORINSTALLATION FURNITURE & SUPPLY	Cori Blair	Chatham	IL	62629	
KI - Oklahoma					
OKLAHOMA CONTRACT INTERIORS	Rodney Guinn	Fort Gibson	OK	74434	
A-LINE DESIGNS LLC	Paige Sheller	Edmund	OK	73034	
IC CONTRACT SOLUTIONS LLC	Ashleigh Heffernan	Blanchard	OK	73010	
RUBY JEWEL STUDIO, LLC (dba RJS Commercial Solutions)	Alayna Benefield	Bixby	OK	74008	
SINGRAY LLC	Jennifer Stickney	Tulsa	OK	74133	
INTERIOR PRODUCTS LLC	Paige Sheller	Edmund	OK	73034	
KI - North Texas					
BFD INTERIORS	Alisha Gregg	Lubbock	TX	79413	
BUILT FOR DREAMS	Alisha Gregg	Lubbock	TX	79413	
KI - South Texas					
TECHCENTER DESIGN INC	Loretta Gray	Austin	TX	78737	
RANDALL WATTS & ASSOCIATES	Randy Watts	Spring	TX	77024	
OFFICE FURNITURE INNOVATIONS LLC	Jayne Edison	Houston	TX	77046	
Hansen Distribution Agency					
CONTRACT SOURCE INC	Dave Szomoru/Jelena Sebastian	Broadview Heights	OH	44147	
ALZAR STUDIO LLC	Angie Clayton / Yvette Fleetwood	Hamilton	OH	45012	
Daniel Group					
KEITH DANIEL & ASSOCIATES	Keith Daniel	Richmond	KY	40475	
ENVISION COLLABRATIVE INTERIORS	Jessica Smelcer	Sevierville	TN	37878	Business name change
Region 3					
KI - Northern California					
LOVGREN & ASSOCIATES	Burt Lovgren	Loomis	CA	95650	
SANDRA GREENLEAF INTERIOR DÉCOR	Sandra Greenleaf	Eureka	CA	95501	
ECOGREEN FURNITURE LLC	Tony & Lena Chan	Pleasanton	CA	94588	
ADD SOME CLASS LLC	Brendan O'Reilly	Sacramento	CA	95842	
HUNTER DESIGN STUDIO	Sharon Hunter	Trinidad	CA	96670	Add - onboard 5/1/23
D&D INTERGATED SOLUTIONS (dba D&D Learning Spaces)	Dean Smith	Concord	CA	94520	Add - onboard 5/1/23

Workpointe

THINK OFFICE LLC	Rod Young & Team	Anchorage	AK	99518
CONTRACT DESIGN ASSOCIATES (dba CDA Interiors)	Jared Butterworth	Missoula	MT	59802

KI - Utah

INTERIOR PRODUCT GROUP	Julie Wissler	Salt Lake City	UT	84124
------------------------	---------------	----------------	----	-------

KI St. Louis

CREATIVE OFFICE SOLUTIONS INC	John Shaw	Cape Girardeau	MO	63701
INNOVATIVE OFFICE SOLUTIONS	James Cowles	Troy	IL	62294

Red = Remove

Green = ADD

SPACESAVER CORPORATION			Area
Contractor/Distributor Directory			
AC #	Area Contractor	Region	State(s) in PAR
1	AOS Interior Environments	United States	AR, LA, MS
23	Bradford Systems Corporation	United States	IL, IN, MO, WI
141	Diversified Storage Solutions	United States	DE, NJ, PA, WV
178	Donnegan Systems, Inc.	United States	CT, MA, ME, NH, RI, VT, NY
113	Henderson Johnson Co., Inc.	United States	NY, PA
179	Interior Solutions	United States	AZ
195	Gatehouse MSI LLC, dba McMurray Stern	United States	Los Angeles, CA
192	Mid-America Business Systems	United States	MN, ND, SD
136	Midwest Storage Solutions, Inc.	United States	IA, NE
63	Modern Office Systems, Inc.	United States	NJ, NY
200	Motus Space Solutions	United States	CO, NM, TX, WY
166	Patterson Pope	United States	AR, NC, SC, VA, WV, AL, GA, MS, IN, OH, KY, TN, FL
130	Southwest Solutions Group, Inc.	United States	KS, MO, OK, TX, AK, ID, MT, WA
154	Spacesaver Intermountain, LLC	United States	ID, UT, WY, San Diego, CA, NV
26	Spacesaver Specialists, Inc.	United States	OR, WA
173	Spacesaver Storage Solutions, LLC	United States	VA, WV
35	Spacesaver Systems, Inc. (MD)	United States	DC, MD, VA, WV
123	STORAGELogic of Maryland, Inc.	United States	MD
114	Systems & Space, Inc.	United States	Central and Northern CA
8	The Casper Corporation	United States	MI
95	The Systemcenter, Inc.	United States	HI, Pacific Rim
AC #	Distributor	Region	Province
129	Ergo Office	Canada	Saulte Ste Marie, Ontario
174	HBI Office Plus	Canada	Regina, Saskatchewan
108	Heritage Business Interiors, Inc.	Canada	Calgary, Alberta
101	Hi-Cube Storage Products	Canada	British Columbia
175	Kanstor	Canada	Newfoundland
193	Les Solutions Spacesaver, Inc.	Canada	Montreal, Quebec
194	Shannon's Storage Solutions	Canada	Manitoba, Western Ontario
103	Spacesaver Solutions, Inc.	Canada	Toronto, Northern Ontario
60	Spacesaver Systems Maritime	Canada	Novia Scotia
132	Storage Solutions of Alberta	Canada	Edmonton, Alberta
196	Spacesaver Solutions, Inc. -Ottawa	Canada	Eastern Ontario
198	Stor-It Systems Ltd	Canada	New Brunswick, Nova Scotia, Prince Edward Island

Distributor #	Mexican Distributors	Region	Country
189	Espattia Dinamika, S.A. de C.V.	Mexico	Mexico
115	Planeacion Ambientacion y Proyectos S.A. de C.V. (PAPSA)	Mexico	Mexico
Distributor #	International Distributors	Region	Country
800201	Apex Projects UK LTD	Intl.	United Kingdom & Europe
800100	Arista Group	Intl.	Central America
800049	Dexion Pty Ltd.	Intl.	Australia
800056	Dexion - Asia SDN BHD	Intl.	Asia/Middle East
133	Diversified Services Bermuda Ltd.	Intl.	Bermuda
119	Girard International, Inc.	Intl.	Puerto Rico
120	Kirk Office Equipment, Ltd.	Intl.	Cayman Islands
800064	LOC8 FZ, LLC.	Intl.	Dubai
134	Shine Success, Ltd.	Intl.	Hong Kong
80069	Western Scientific	Intl.	Trinidad & Tabago

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 \$250,000, 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 provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

Version March 19, 2024

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;

or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

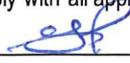
(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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  _____ 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  _____ 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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

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 Section 1352, Title 31, U.S. Code. 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.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES:

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES:

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

Offeror's Name: Krueger International, Inc.
Address, City, State, and Zip Code: 1330 Bellevue St., Green Bay, WI 543002
Phone Number: 920.468.8100
Fax Number: 920.468.2781

Printed Name and Title of Authorized Representative: Guy Patzke, Assistant Secretary
Email Address: guy.patzke@ki.com
Signature of Authorized Representative:  _____
Date: June 4, 2024

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Unless Supplier is exempt (See FAR 25.103), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used (see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).

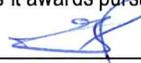
CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

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  Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

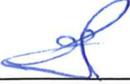
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES  Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Version March 19, 2024

Does offeror agree? YES  _____ 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.

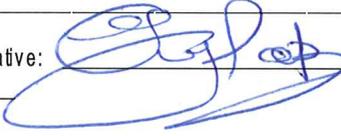
Offeror's Name: _____
Krueger International, Inc.

Address, City, State, and Zip Code: _____
1330 Bellevue St., Green Bay, WI 54302

Phone Number: 920.468.8100 Fax Number: _____
920.468.2781

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

Email Address: _____
guy.patzke@ki.com

Signature of Authorized Representative:  _____ Date: _____
June 4, 2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) 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 Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

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 the Participating Public Agency 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 and 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), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

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.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA 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. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a.** Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a.** Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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 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 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.

(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 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.

(7) 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 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 portion of the sentence immediately preceding paragraph (1) and 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 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard.** 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). 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.
- b. Applicability.** The Davis-Bacon Act 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.
- c. Requirements.** If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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.

- iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must 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").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must 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). 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. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.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.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. 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.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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). 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 work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

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 (b)(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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.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).
- b. Applicability. This requirement applies to “funding agreements,” but it 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.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental,

developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a** Standard. If applicable, contracts 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).
- b** Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c** Suggested Language. The following provides a sample contract clause.

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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the 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 Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the 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.

9. DEBARMENT AND SUSPENSION

- a. Standard.** 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).
- b. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.**
- i. 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 2 C.F.R. § 200.213. 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.
 - ii. 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 subrecipients.
 - iii. 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. Suggested Language.** 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's 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 the Participating Public Agency. 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 the Participating Public Agency, 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.

10. BYRD ANTI-LOBBYING AMENDMENT

- a** Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c** Suggested Language.

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 who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

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

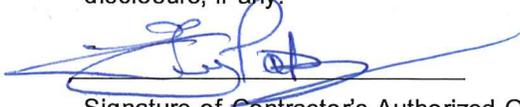
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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 section 1352, title 31, U.S. Code. 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

A handwritten signature in blue ink, appearing to be 'Guy Patzke', written over a horizontal line.

Signature of Contractor's Authorized Official

Guy Patzke, Assistant Secretary

Name and Title of Contractor's Authorized Official

June 4, 2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. 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, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. 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. Suggested Language.
 - i. 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—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

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

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

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

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. 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.
- iii. 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.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. 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.
- b. Applicability. 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.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities 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.
- c. "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.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities 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.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity 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.
- c. "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."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. 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. Applicability. FEMA recommends that the non-Federal entity 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.
- c. "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."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

Offeror's Name: Krueger International, Inc.

Address, City, State, and Zip Code:
1330 Bellevue St., Green Bay, WI 54302

Phone Number: 920.468.8100 Fax Number: 920.468.2781

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

Email Address: guy.patzke@ki.com

Signature of Authorized Representative: 

Date: June 4, 2024

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' 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 Disclosure of Investment Activities in Iran
- DOC #7 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- DOC #8 New Jersey Business Registration Certificate
- DOC #9 EEOAA Evidence
- DOC #10 MacBride Principals Form

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.

--	--

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Guy Patzke	Title:	Assistant Secretary
--------------------	------------	--------	---------------------

Signature: 	Date: June 4, 2024
--	--------------------

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

Certification 23656

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-SEP-2021

to 15-SEP-2024

KI (KRUEGER INTERNATIONAL), INC.
1330 BELLEVUE STREET
GREEN BAY WI 54302



A handwritten signature in cursive script, reading "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

DOC #3, continued
P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (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.”

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:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 4th day of June, 2024

(Notary Public) Lee A. Amundson

My Commission expires: 9/27/24



(Affiant)

Guy Patzke, Assistant Secretary
(Print name & title of affiant)

(Corporate Seal)





DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP 24-01 FURNITURE, INSTALLATION, AND RELATED SERVICES

VENDOR NAME: Krueger International, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[] I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Blank lines for providing details on entity engaged in investment activities.

Duration of Engagement
Anticipated Cessation Date

Blank lines for providing duration and cessation date.

*Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Handwritten signature of Guy Patzke)

June 4, 2024
Date

Guy Patzke, Assistant Secretary
Print Name and Title



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)



 Signature of Vendor's Authorized Representative

June 4, 2024

 Date

Guy Patzke, Assistant Secretary

 Print Name and Title of Vendor's Authorized Representative

39-1375589

 Vendor's FEIN

Krueger International, Inc.

 Vendor's Name

920.468.8100

 Vendor's Phone Number

1330 Bellevue St

 Vendor's Address (Street Address)

920.468.2781

 Vendor's Fax Number

Green Bay, WI 54302

 Vendor's Address (City/State/Zip Code)

quote@ki.com

 Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

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.

<https://www.njportal.com/DOR/BusinessRegistration/>



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: January 04, 2024

For Office Use Only:

20240104143145408

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Guy Patzke Title: Assistant Secretary

Signature:  Date: June 4, 2024

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
2022 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)**

EEOC Standard Form 100 (SF 100)
Revised 08/2023
OMB Control Number: 3046-0049
Expiration Date: 08/31/2024

SECTION A – TYPE OF REPORT
CONSOLIDATED REPORT

SECTION B – EMPLOYER IDENTIFICATION

OFS COMPANY ID
0269973

EMPLOYER NAME

KRUEGER INTERNATIONAL INC

ADDRESS

1330 BELLEVUE STREET

CITY/TOWN

GREEN BAY

STATE

WI

ZIP CODE

54302

SECTION C – HEADQUARTERS OR ESTABLISHMENT-LEVEL IDENTIFICATION (if applicable)

HQ/ESTABLISHMENT-LEVEL UNIT ID

HEADQUARTERS OR ESTABLISHMENT-LEVEL NAME

HEADQUARTERS OR ESTABLISHMENT-LEVEL ADDRESS

CITY/TOWN

STATE

ZIP CODE

SECTION D – EMPLOYER IDENTIFICATION NUMBER (EIN)

391375589

SECTION E – EMPLOYER FILING ELIGIBILITY

YES (Employer Is Eligible to File) **NO** (Employer Is Not Eligible to File) **EMPLOYER NO LONGER IN BUSINESS**

SECTION F – FEDERAL CONTRACTOR DESIGNATION (if applicable)

Unique Entity ID (UEI): **PAZHQEMYTSD8**

YES (Single-Establishment Employer is Federal Contractor) **YES** (Multi-Establishment Employer is Federal Contractor)

YES (Headquarters is Federal Contractor) **YES** (Non-Headquarters Establishment is Federal Contractor)

YES (One or More Non-Headquarters Establishments is Federal Contractor)

SECTION G – NAICS INFORMATION

337214 - Office Furniture (except Wood) Manufacturing

SECTION H – WORKFORCE DEMOGRAPHIC DATA

JOB CATEGORIES	Race/Ethnicity														Row Total
	Hispanic or Latino		Not Hispanic or Latino												
			Male						Female						
	Male	Female	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	Two or More Races	
Executive/Senior Level Officials and Managers	0	0	11	0	0	0	0	0	2	0	0	0	0	0	13
First/Mid-Level Officials and Managers	2	0	137	0	1	0	0	1	49	0	0	0	0	1	191
Professionals	2	1	168	0	3	0	0	1	117	0	3	1	0	0	296
Technicians	5	3	44	0	4	0	0	0	31	0	1	0	0	1	89
Sales Workers	4	2	69	0	0	0	0	0	60	2	0	0	0	1	138
Administrative Support Workers	2	3	47	1	0	0	0	0	191	0	3	0	0	0	247
Craft Workers	7	1	132	2	4	1	4	1	29	0	1	0	0	0	182
Operatives	52	32	349	12	39	1	9	5	180	9	24	2	4	2	720
Laborers and Helpers	20	9	54	2	0	0	0	0	27	0	0	0	0	0	112
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CURRENT 2022 REPORTING YEAR TOTAL	94	51	1011	17	51	2	13	8	686	11	32	3	4	5	1988
PRIOR 2021 REPORTING YEAR TOTAL	81	38	979	17	43	1	14	6	689	12	26	3	6	6	1921

SECTION I – WORKFORCE SNAPSHOT PERIOD

12/15/2022 - 12/31/2022

SECTION J – HEADQUARTERS OR ESTABLISHMENT-LEVEL COMMENTS (optional)

Not Applicable

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
2022 EMPLOYER INFORMATION REPORT (EEO-1 COMPONENT 1)**

EEOC Standard Form 100 (SF 100)
Revised 08/2023
OMB Control Number: 3046-0049
Expiration Date: 08/31/2024

SECTION K – OFFICIAL CERTIFICATION OF SUBMISSION

EMPLOYER IDENTIFICATION

OFS COMPANY ID
0269973

EMPLOYER NAME
KRUEGER INTERNATIONAL INC

ADDRESS
1330 BELLEVUE STREET

CITY/TOWN
GREEN BAY

STATE
WI

ZIP CODE
54302

CERTIFICATION COMMENTS (optional)

No Certification Comments Provided

CERTIFICATION STATEMENT

"I certify that the information, including any workforce demographic data, provided in this report is correct and true to the best of my knowledge and was prepared in conformity with the directions set forth in the form and accompanying instructions."

Knowingly and willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.

DATE OF CERTIFICATION

11/16/2023 11:17 AM [EST]

EMPLOYER'S CERTIFYING OFFICIAL

Name of Employer's Certifying Official

Casey Crowe

Title of Certifying Official

Human Resources Business Partner - Compensation

Email Address of Certifying Official

casey.crowe@ki.com

Telephone Number of Certifying Official

920-468-2769

PRIMARY POINT OF CONTACT (POC) FOR EEO-1 COMPONENT 1 REPORTING

Name of Primary POC

Casey Crowe

Title and Employer of Primary POC

Human Resources Business Partner - Compensation
Krueger International, Inc (KI)

Email Address of Primary POC

casey.crowe@ki.com

Telephone Number of Primary POC

920-468-2769



DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP 24-01 FURNITURE, INSTALLATION, AND RELATED SERVICES

VENDOR NAME: Krueger International, Inc.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such 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.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



Signature

June 4, 2024

Date

Guy Patzke, Assistant Secretary

Print Name and Title