

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 2020 by and between _____

("Contractor") and Region 4 Education Service Center
("Region 4 ESC") for the purchase of _____ ("the
products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"),
to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

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

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

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

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

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

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

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

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

- 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~~ ^{State and Federal 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 Kimball Midwest

Address 4800 Roberts Rd

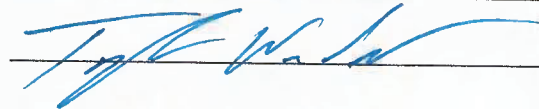
City/State/Zip Columbus, OH 43228

Telephone No. 800-233-1294 x2478

Email Address tyler.wooddell@kimballmidwest.com
leanna.toebbe@kimballmidwest.com (administration)

Printed Name Tyler Wooddell

Title Senior Director, Strategic Sales

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B, Terms & Conditions Exceptions

Kimball Midwest

RFP #19-20 - Maintenance, Repair and Operations (MRO) Supplies & Related Services

Kimball Midwest respectfully requests Region 4 ESC's consideration of the following exceptions. Should any be deemed unsatisfactory or only acceptable in part, please do not hesitate to contact me with questions or alternate resolutions:

LeAnna Toebbe

614-951-2478

leanna.toebbe@kimballmidwest.com

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (for Region 4 ESC's use)
Appendix A Pg 22	#30, Indemnity	<p>Original: <i>[...] in the preparation of the solicitation and the later execution of the Contract.</i></p> <p>Proposed Modification: We request the underlined portion be stricken as it is overly broad.</p> <p>Alternate Modification: If the underlined cannot be stricken, would Region 4 ESC consider this indemnity clause in place of #30? <i>"Contractor and Region 4 ESC may be referred to as a "Party" and collectively as the "Parties". To the fullest extent permitted by law, the Parties will indemnify the other Party from any claim, loss, cost, suit, judgment, damage, or expense, including reasonably incurred legal fees, arising out of or resulting from (i) any violation of the other Party's obligations hereunder or (ii) due to such Party's negligence or willful misconduct."</i></p>	
Appendix A Pg 22	#33, Legal Obligations	<p>Original: <i>"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."</i></p> <p>Proposed Modification: We request "local" be stricken. Changes are underlined: <i>"It is Contractor's responsibility to be aware of and comply with all <u>state and federal laws</u> governing the</i></p>	

Appendix B, Terms & Conditions Exceptions

Kimball Midwest

RFP #19-20 - Maintenance, Repair and Operations (MRO) Supplies & Related Services

		<p><i>sale of products/services and shall comply with all state and federal laws while fulfilling the Contract."</i></p> <p><i>As a national distributor, Kimball Midwest complies with applicable federal and state laws. However, we cannot guarantee compliance with every law at a local/municipal level and relies on its customers to know and comply with their local purchasing regulations. If there is a specific local law or regulation you are concerned about, Kimball Midwest is happy to look into it!</i></p>	
Pg 44, Exhibit B	#23	<p>Original: <i>This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in <u>Williamson County Tennessee.</u></i></p> <p>Proposed Modification: We request changing the underlined location to "the State of Delaware," as its laws govern the agreement and it is a neutral venue for all parties.</p>	

Items Requested be kept confidential:

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (for Region 4 ESC's use)
Tab 3: Pg 11 of 32	g. – customer references	We request that references be omitted from publicly posted copies.	
Tab 6: Vendor Attachment A	Dun & Bradstreet Report	We request that references be omitted from publicly posted copies.	
Tab 7: Pg 30 of 32	Customer References	We request that references be omitted from publicly posted copies.	
Exhibit G	Shareholder's Addresses (Doc's #1 and 5)	We request that the owners' addresses be kept confidential as they are personal residences.	

Tab 2

Products & Services Pricing and Market Basket (Appendix E)

Appendix E – Price Sheet for Products/Services/Market Basket/Core List

- a. Complete Appendix E – Price Sheet for Products/Services/Market Basket/Core List

Print and digital copies of Appendix E are enclosed.

- a) Products and Pricing (RFP pg. 14)

- b. Provide details of and propose, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

If an agency enters into a signed "piggyback" agreement with Kimball Midwest to utilize OMNIA Partners, and the combined spend of accounts under that agreement exceeds \$200k in a calendar quarter, accounts under that agreement will receive a 2% discount on all purchases in the following calendar quarter. This discount will be automatically renewed for the duration of the contract while their combined spend continues to exceed \$200K (post-discount) per quarter. All Kimball Midwest purchases, including specially sourced non-stock items, are eligible.

- c. Contractor(s) shall offer Region 4 ESC and participating agencies any published price reduction during the Contract term.

Published price reductions, such as promotions, will be made available to Region 4 ESC and participating agencies.

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

We understand prices proposed in our response are to be price ceilings. Should market conditions warrant price updates, a modification request and supporting justification will be submitted to Region 4 ESC for review. Such items would retain proposal pricing until the modification is authorized by Region 4 ESC.

REGION 4 ESC
 RFP #19-20
 Version #3

MAINTENANCE, REPAIR AND OPERATIONS (MIRO) SUPPLIES & RELATED SERVICES
 APPENDIX E - PRICE SHEET

CORE LIST/MARKET BASKET

OFFEROR ITEM NUMBER	MANUFACTURER NAME	MANUFACTURER MODEL NUMBER	ITEM DESCRIPTION	SUPPLY CAGEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE	Functional Alternative
64986	Non-Stock Item	Sourced by request	3-6 AO WHITE SUBWAY TILE	Building Supplies	EACH	0	0	0	N/A
6005	Non-Stock Item	Sourced by request	2-4-8 KD WW SELECT STUD	Building Supplies	EACH	0	0	0	N/A
446993	Non-Stock Item	Sourced by request	12-24 LEONIA SILVER PORC TILE SS	Building Supplies	EACH	0	0	0	N/A
16351	Non-Stock Item	Sourced by request	ARM 12-IN X 12-IN EXCLN WH VNL TL	Building Supplies	EACH	0	0	0	N/A
10985	Non-Stock Item	Sourced by request	80-lb Gray High Strength Concrete Mix	Building Supplies	EACH	0	0	0	N/A
408697	Non-Stock Item	Sourced by request	Devanna Beige 13-in X 13-in Ceramic Floor Tile (Common: 13-in X 13-in; Actual: 13.07-in X 13.07-in)	Building Supplies	EACH	0	0	0	N/A
92284	Non-Stock Item	Sourced by request	40-LB ICE MELT	Outdoor Supplies	EACH	0	0	0	N/A
940	Non-Stock Item	Sourced by request	1-4-8 2 TC WHITEWOOD BOARD	Building Supplies	EACH	0	0	0	N/A
322710	Non-Stock Item	Sourced by request	QUIKRETE 50-LB CONCRETE MIX	Building Supplies	EACH	0	0	0	N/A
942	Non-Stock Item	Sourced by request	1-4-12 2 TC WHITEWOOD BOARD	Building Supplies	EACH	0	0	0	N/A
134917	Non-Stock Item	Sourced by request	QPR 50-LB PERMANT ASPHALT REPAIR	Building Supplies	EACH	0	0	0	N/A
167368	Non-Stock Item	Sourced by request	MEDIUM MOVING BOX 18-IN X 16-IN	Building Supplies	EACH	0	0	0	N/A
95281	Non-Stock Item	Sourced by request	2-CU FT PREMIUM RED MULCH	Outdoor Supplies	EACH	0	0	0	N/A
408697	Non-Stock Item	Sourced by request	DEVANNA Beige 13-in x 13-in Ceramic Floor Tile (Common: 13-in x 13-in; Actual: 13.07-in x 13.07-in)	Building Supplies	EACH	0	0	0	N/A
911387	Non-Stock Item	Sourced by request	WATERCOLOR FLORAL FABRIC CURTAIN	Building Supplies	EACH	0	0	0	N/A
302923	Non-Stock Item	Sourced by request	5/8-5-1/2-6 DE FT PICKET	Building Supplies	EACH	0	0	0	N/A
63306	Approved Supplier	373504	HM 1-CT 1/4-IN ZINC FLAT WASHER	Fasteners	EACH	0.1024	-41%	0.06	373504
7001	Non-Stock Item	Sourced by request	2-4-8 TOP CHOICE #2-PRIME STUD	Building Supplies	EACH	0	0	0	N/A
432481	Non-Stock Item	Sourced by request	2-4-12 TOP CHOICE KD WHITE FIR	Building Supplies	EACH	0	0	0	N/A
349184	Approved Supplier	419402	BHK #8 WHITE NYLON REEL ROPE-BTF	Safety	EACH	76.28	-54%	35	419402
12212	Non-Stock Item	Sourced by request	7/16 CAT OSB SHEATHING	Building Supplies	EACH	0	0	0	N/A
63301	Approved Supplier	346404	HM 1-CT 1/4-IN ZINC HEX NUT	Fasteners	EACH	0.0737	-73%	0.02	346404
Kimball Midwest	Approved Supplier	Kimball Midwest							
68882	Approved Supplier	10319	HM 1-CT 1/4-IN X 1-IN ZC FNDR WAS	Fasteners	EACH	0.2901	-72%	0.08	10319
62562	Non-Stock Item	Sourced by request	2 CEIL STB CRS TEE WHITE	Building Supplies	EACH	0	0	0	N/A
349181	Non-Stock Item	Sourced by request	BHK 5/16-IN SLD BRD NYLON RP-BTF	Safety	EACH	0	0	0	N/A
Kimball Midwest	Approved Supplier	373506	HM 1-CT 3/8-IN ZINC FLAT WASHER	Fasteners	EACH	0.2096	-43%	0.12	373506
63308	Approved Supplier	Sourced by request	Medium Cardboard Moving Box with Handle Holes (Actual: 18-in x 16-in x 18-in)	Building Supplies	EACH	0	0	0	N/A
167268	Non-Stock Item	Sourced by request	12-INX12-IN EXCELON CL WHT VNL TL	Building Supplies	EACH	0	0	0	N/A
16952	Non-Stock Item	Sourced by request	2-4-92-5/8 KD WW SELECT STUD	Building Supplies	EACH	0	0	0	N/A
6003	Non-Stock Item	Sourced by request	5/8-6-8 DE FT PICKET	Building Supplies	EACH	0	0	0	N/A
99649	Non-Stock Item	Sourced by request	12-24 LEONIA SAND PORCLN TILE SS	Building Supplies	EACH	0	0	0	N/A
446992	Non-Stock Item	Sourced by request	HM 1-CT NO-10 3/4-IN STL FND WSHR	Fasteners	EACH	0.1999	-70%	0.06	10593
61697	Approved Supplier	10593	Small Cardboard Moving Box with Handle Holes (Actual: 16-in x 12-in x 12-in)	Building Supplies	EACH	0	0	0	N/A
118595	Non-Stock Item	Sourced by request	40-LB TOP SOIL	Outdoor Supplies	EACH	0	0	0	N/A
92492	Non-Stock Item	Sourced by request	2-CU FT PREMIUM BROWN MULCH	Outdoor Supplies	EACH	0	0	0	N/A
90954	Non-Stock Item	Sourced by request	HM 1-CT 3/8-IN ZINC HEX NUT	Fasteners	EACH	0.0928	-68%	0.03	346406
63303	Approved Supplier	346406	NIAGARA 32-CT PURIFIED WATER	Food/Drink	EACH	0	0	0	N/A
309791	Non-Stock Item	Sourced by request	SOS UNFINISHED CABINETS WOODGATE	Building Supplies	EACH	0	0	0	N/A
320912	Non-Stock Item	Sourced by request	2-CU FT PINE BARK NUGGETS	Outdoor Supplies	EACH	0	0	0	N/A
811950	Non-Stock Item	Sourced by request	PINE NEEDLES BALE	Outdoor Supplies	EACH	0	0	0	N/A
92122	Non-Stock Item	Sourced by request	HM 1-CT 3/8-IN GALV FLAT WASHER	Fasteners	EACH	0.3238	-41%	0.19	376006
67280	Approved Supplier	376006	HM 1-CT 3/8-IN 16 GALV HEX NUT	Fasteners	EACH	0.3152	-43%	0.18	344106
67241	Approved Supplier	344106	1-2-8 PRIM SPRUCE PNE FIR FS	Building Supplies	EACH	0	0	0	N/A
4511	Non-Stock Item	Sourced by request							

OFFEROR ITEM NUMBER	MANUFACTURER NAME	MANUFACTURER MODEL NUMBER	ITEM DESCRIPTION	SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE	Functional Alternative
2582238	Kimball Midwest	419906	BHK 3/32-IN CLR VINYL COAT CBL.BTF	Safety	EACH	132.85	-26%	98.29	419906
796045	Approved Supplier	Sourced by request	SOS 12 FT MINERAL BAY II	Building Supplies	EACH	0	0	0	N/A
1224	Non-Stock Item	Sourced by request	0404 AO WHITE TILE	Building Supplies	EACH	0	0	0	N/A
148249	Non-Stock Item	Sourced by request	2-CU FT PREMIUM BLACK MULCH	Outdoor Supplies	EACH	0	0	0	N/A
664919	Non-Stock Item	Sourced by request	2.66-SQ FT AUGUSTINE SOD PBS	Outdoor Supplies	EACH	0	0	0	N/A
104023	Kimball Midwest	87212	PROJECT SOURCE 2-IN CHIP BRUSH	Building Supplies	EACH	4.33	-60%	1.75	87212
432480	Approved Supplier	Sourced by request	2-4-10 TOP CHOICE KD WHITE FIR	Building Supplies	EACH	0	0	0	N/A
89198	Non-Stock Item	Sourced by request	SOS WIRING DEVICES	Electronics	EACH	0	0	0	N/A
635548	Non-Stock Item	Sourced by request	5/8-5-1/2-6 DE PT PICKET	Building Supplies	EACH	0	0	0	N/A
62397	Kimball Midwest	373505	HMI 1-CT 5/16-IN ZINC FLAT WASHER	Fasteners	EACH	0.1736	-48%	0.09	373505
484991	Approved Supplier	Sourced by request	Fluorescent Linear Lamp,T8,Cool,4100K	Lighting	EACH	0	0	0	N/A
130973	Non-Stock Item	Sourced by request	Fluorescent Linear Lamp,T8,Cool,4100K	Lighting	EACH	0	0	0	N/A
77726	Kimball Midwest	83677	Standard Battery,AA,Alkaline,PK24	Batteries	EACH	2.19	-84%	0.35	83677
66106	Approved Supplier	Sourced by request	Fluorescent Linear Lamp,T8,Neutral,3500K	Lighting	EACH	0	0	0	N/A
62212	Non-Stock Item	Sourced by request	Trash Bags,45 gal.,2.00 mil,PK100	Cleaning	EACH	147.77	-60%	58.61	83933
57906	Kimball Midwest	83678	Standard Battery,AAA,Alkaline,PK24	Batteries	EACH	2.19	-84%	0.35	83678
56177	Approved Supplier	Sourced by request	Insect Repellent,Aerosol,6 oz.	Safety	EACH	0	0	0	N/A
56047	Non-Stock Item	Sourced by request	Fluorescent Linear Lamp,T12,Cool,4100K	Lighting	EACH	0	0	0	N/A
55892	Non-Stock Item	Sourced by request	Fluorescent Linear Lamp,T8,Very Cool,5000K	Lighting	EACH	0	0	0	N/A
44433	Kimball Midwest	831903	Safety Glasses,Clear,Uncolated	Safety	EACH	4.16	-70%	1.25	831903
42635	Approved Supplier	Sourced by request	Std Cap,Pleated Filter,20x25x2,MERV7	HVAC/Refrigeration	EACH	0	0	0	N/A
43029	Kimball Midwest	803301QT	Toilet Bowl Cleaner,32 oz.,Bottle	Cleaning	EACH	8.05	-55%	3.75	803301QT
40463	Approved Supplier	Sourced by request	Std Cap,Pleated Filter,16x20x2,MERV7	HVAC/Refrigeration	EACH	0	0	0	N/A
38948	Non-Stock Item	Sourced by request	Std Cap,Pleated Filter,16x25x2,MERV7	HVAC/Refrigeration	EACH	0	0	0	N/A
38613	Non-Stock Item	Sourced by request	Std Cap,Pleated Filter,20x20x2,MERV7	HVAC/Refrigeration	EACH	0	0	0	N/A
27144	Kimball Midwest	831867	Knit Gloves,L,Natural,PR	Safety	EACH	4.21	-82%	0.75	831867
23676	Approved Supplier	Sourced by request	Pavement Repair Patch,60 lb.,Bag	Outdoor Supplies	EACH	0	0	0	N/A
33538	Kimball Midwest	83984	Jersey Gloves,9-1/2",L,Brown,PR	Safety	EACH	3.99	-75%	0.99	83984
33415	Approved Supplier	Sourced by request	Safety Glasses,Clear,Lens,Clear Frame	Safety	EACH	4.16	-70%	1.25	831903
22766	Kimball Midwest	83507	Duct Tape,48mm x 55m,11 mil,Silver	Tape	EACH	31.75	-55%	14.97	83507
30042	Approved Supplier	Sourced by request	Flat Mop Pad,Microfiber	Cleaning	EACH	0	0	0	N/A
29619	Kimball Midwest	83560	Electrical Tape,7 mil,3/4" x 66 ft,Blk	Tape	EACH	10.71	-54%	4.97	83560
29186	Approved Supplier	Sourced by request	Electronic Ballast,T8 Lamps,120/277V	Lighting	EACH	0	0	0	N/A
27643	Non-Stock Item	Sourced by request	Std Cap,Pleated Filter,24x24x2,MERV7	HVAC/Refrigeration	EACH	0	0	0	N/A
27403	Kimball Midwest	83674	Standard Battery,D,Alkaline,PK12	Batteries	EACH	3.08	-59%	1.25	83674
26493	Approved Supplier	Sourced by request	Fluorescent Linear Lamp,T8,Cool,4100K	Lighting	EACH	0	0	0	N/A
25268	Non-Stock Item	Sourced by request	Fluorescent Linear Lamp,T8,48In.,L,32W,4100K	Lighting	EACH	0	0	0	N/A
24955	Kimball Midwest	83904	Disposable Gloves,Nitrile,L,Blue,PK100	Safety	EACH	29.5	-49%	14.99	83904
24249	Approved Supplier	Sourced by request	Toilet Brush,Fiber,12"	Cleaning	EACH	0	0	0	N/A
23988	Non-Stock Item	Sourced by request	Fluorescent Linear Lamp,T8,Cool,4100K	Lighting	EACH	0	0	0	N/A
22840	Kimball Midwest	832840	Roll,Hardwood,10",800 ft.,White,PK6	Building Supplies	EACH	82.37	-28%	59	832840
22788	Approved Supplier	Sourced by request	Jersey Gloves,9-1/2",L,Brown,PR	Safety	EACH	3.51	-80%	0.7	83982

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12492	Non-Stock Item	Sourced by request	High Cap.Pleated Filter,16x25x2,MERV8	HVAC/Refrigeration	EACH	0	0	0	N/A
12493	Non-Stock Item	Sourced by request	High Cap.Pleated Filter,16x20x2,MERV8	HVAC/Refrigeration	EACH	0	0	0	N/A
12494	Non-Stock Item	Sourced by request	String Wet Mop,24 oz., Cotton	Cleaning	EACH	0	0	0	N/A
12495	Non-Stock Item	Sourced by request	High Cap.Pleated Filter,20x20x2,MERV8	HVAC/Refrigeration	EACH	0	0	0	N/A
12496	Non-Stock Item	Sourced by request	Fluorescent Lamp,T8,Daylight,6500K	Lighting	EACH	0	0	0	N/A
12497	Approved Supplier	831441	Battery,123,Lithium,3V	Batteries	EACH	4.61	-62%	1.75	831441
12498	Approved Supplier	83905	Disposable Gloves,Nitrile,XL,Blue,PK100	Safety	EACH	29.5	-49%	14.99	83905
12499	Approved Supplier	Sourced by request	High Cap.Pleated Filter,24x24x2,MERV8	HVAC/Refrigeration	EACH	0	0	0	N/A
12500	Approved Supplier	83676	Standard Battery,C,Alkaline,PK12	Batteries	EACH	3.08	-59%	1.25	83676
12501	Approved Supplier	83593	Barricade Taps, Yellow/Black,1000ft x 3in	Tape	EACH	35.91	-65%	12.49	83593
12502	Approved Supplier	833832	Single Fold Sheets,Bm,Envision(R),PK16	Building Supplies	EACH	11.73	-59%	5.49	833832
12503	Non-Stock Item	Sourced by request	Fluorescent Linear Lamp,T8,Cool,4100K	Lighting	EACH	0	0	0	N/A
12504	Non-Stock Item	Sourced by request	High Cap.Pleated Filter,20x25x2,MERV8	HVAC/Refrigeration	EACH	0	0	0	N/A
12505	Approved Supplier	80280	Trigger Sprayer,32 oz.,Red/White	Cleaning	EACH	2.71	-54%	1.25	80280
12506	Approved Supplier	832159	Safety Glasses,Smoke Mirror	Safety	EACH	5.95	-62%	2.25	832159
12507	Approved Supplier	83679	Standard Battery,9V,Alkaline,PK12	Batteries	EACH	6.09	-67%	1.99	83679
12508	Non-Stock Item	Sourced by request	Std Cap.Pleated Filter,20x20x1,MERV7	HVAC/Refrigeration	EACH	0	0	0	N/A
12509	Non-Stock Item	Sourced by request	Electronic Ballast,T8 Lamps,120/277V	Lighting	EACH	0	0	0	N/A
12510	Approved Supplier	83931	Trash Bags,40 to 45 gal.,16 micron,PK250	Cleaning	EACH	148.09	-60%	58.74	83931
12511	Approved Supplier	83982	Jersey Gloves,9-1/2",L,Brown,PR	Safety	EACH	3.51	-80%	0.7	83982
12512	Non-Stock Item	Sourced by request	Glue Trap,3/16" x 7-1/2" W x 4"H	Outdoor Supplies	EACH	0	0	0	N/A
12513	Non-Stock Item	Sourced by request	Fluorescent Linear Lamp,T12,Cool,4100K	Lighting	EACH	0	0	0	N/A
12514	Approved Supplier	80889C	Marking Paint,17 oz.,Caution B/APWABI	Paint	EACH	13.23	-45%	7.25	80889C
12515	Non-Stock Item	Sourced by request	Breaker Kit, Vacuum	Electronics	EACH	0	0	0	N/A
12516	Approved Supplier	834637	CutRes Gloves,XL, Yellow,PR	Safety	EACH	27.73	-78%	5.99	834637
12517	Approved Supplier	83980	Leather Gloves,Patch Palm,L,PR	Safety	EACH	8.01	-44%	4.49	83980
12518	Non-Stock Item	Sourced by request	Std Cap.Pleated Filter,20x24x2,MERV7	HVAC/Refrigeration	EACH	0	0	0	N/A
12519	Approved Supplier	87286	CutOff Wheel,A60T,4-1/2"x.045"x7/8"	Abrasives	EACH	7.3	-73%	1.99	87286
12520	Non-Stock Item	Sourced by request	Sand Bag, White, 26 in L, 14 in W,PK100	Building Supplies	EACH	0	0	0	N/A
12521	Approved Supplier	832021	Coated Gloves,Palm and Fingers,XL,PR	Safety	EACH	3.51	-59%	1.45	832021
12522	Approved Supplier	831639	Leather Drivers Gloves,Cowhide,L,PR	Safety	EACH	19.54	-63%	7.25	831639
12523	Approved Supplier	831640	Leather Drivers Gloves,Cowhide,XL,PR	Safety	EACH	19.54	-63%	7.25	831640
12524	Non-Stock Item	Sourced by request	Std Cap.Pleated Filter,12x24x2,MERV7	HVAC/Refrigeration	EACH	0	0	0	N/A
12525	Approved Supplier	831904	Safety Glasses,Gray	Safety	EACH	4.34	-71%	1.25	831904
12526	Non-Stock Item	Sourced by request	Std Cap.Pleated Filter,20x25x1,MERV7	HVAC/Refrigeration	EACH	0	0	0	N/A
12527	Non-Stock Item	Sourced by request	Standard Battery,AA,Lithium,PK8	Batteries	EACH	0	0	0	N/A
12528	Approved Supplier	834625	Mechanics Glove,XL,Black/Gray,PR	Safety	EACH	25.52	-57%	10.97	834625
12529	Non-Stock Item	Sourced by request	Water Diaphragm Assembly	Building Supplies	EACH	0	0	0	N/A
12530	Approved Supplier	831612	Disposable Respirator,N95,Universal,PK10	Safety	EACH	1.46	-42%	0.85	831612

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11996	Kimball Midwest Approved Supplier	801221	Hand Cleaning Towels,10" x 12" ,Ctrus	Cleaning	EACH	18	-56%	7.99	801221
11981	Kimball Midwest Approved Supplier	80889C	Marking Paint,17 oz.,Cautn Blue/APWA Blue	Paint	EACH	13.23	-45%	7.25	80889C
11880	Non-Stock Item	Sourced by request	Hand Warmer,2-1/4 in. x 3-1/2 in.,PR	Safety	EACH	0	0	0	N/A
11999	Kimball Midwest Approved Supplier	831935	Disposable Gloves,Nitrile,L,Black,PK100	Safety	EACH	19.63	-55%	8.75	831935
11715	Kimball Midwest Approved Supplier	834624	Mechanics Glove,L,Black/Gray,Neoprene,PR	Safety	EACH	25.52	-57%	10.97	834624
11660	Kimball Midwest Approved Supplier	80950	Wasp and Hornet Killer,Aerosol,20 oz. Roll,Hardwood,7-7/8",800 ft.,Brown,PK6	Safety	EACH	21.35	-20%	16.99	80950
11495	Non-Stock Item	Sourced by request		Cleaning	EACH	0	0	0	N/A
11423	Kimball Midwest Approved Supplier	831867	Knit Gloves,XL,Natural,PR	Safety	EACH	4.21	-82%	0.75	831867
11299	Non-Stock Item	Sourced by request	Fluorescent Linear Lamp,T5,Cool,4100K	Lighting	EACH	0	0	0	N/A
11246	Non-Stock Item	Sourced by request	Fluorescent Lamp,T12,Davlight,6500K	Lighting	EACH	0	0	0	N/A
11207	Kimball Midwest Approved Supplier	831878	Coated Gloves,XL,Black/Red,PR	Safety	EACH	12.99	-65%	4.49	831878
11022	Kimball Midwest Approved Supplier	831749	Disposable Gloves,Latex,XL,Blue,PK50	Safety	EACH	28.55	-52%	13.75	831749
10943	Non-Stock Item	Sourced by request	Std Cap,Pleated Filter,16x25x1,MERV7	HVAC/Refrigeration	EACH	0	0	0	N/A
10943	Non-Stock Item	Sourced by request	Toilet Paper,Envision(R),Jumbo,2Ply,PK8	Cleaning	EACH	0	0	0	N/A
10844	Non-Stock Item	Sourced by request	Fluorescent Linear Lamp,T8,Warm,3000K	Lighting	EACH	0	0	0	N/A
10740	Non-Stock Item	Sourced by request	Fluorescent Linear Lamp,T8,Cool,4100K	Lighting	EACH	0	0	0	N/A
10724	Non-Stock Item	Sourced by request	Fluorescent Linear Lamp,T8,Cool,4100K	Lighting	EACH	0	0	0	N/A
10663	Non-Stock Item	Sourced by request	High Cap,Pleated Filter,20x20x1,MERV8	HVAC/Refrigeration	EACH	0	0	0	N/A
10593	Non-Stock Item	Sourced by request	Std Cap,Pleated Filter,16x20x1,MERV7	HVAC/Refrigeration	EACH	0	0	0	N/A
10590	Kimball Midwest Approved Supplier	80951	Hand Sanitizer,Bottle,Gel	Safety	EACH	6.79	-56%	2.99	80951
10507	Non-Stock Item	Sourced by request	Bleach,1 gal.,Chlorine,Bottle,PK3	Cleaning	EACH	0	0	0	N/A
10422	Kimball Midwest Approved Supplier	831903	Safety Glasses,Clear	Safety	EACH	4.16	-70%	1.25	831903
10420	Non-Stock Item	Sourced by request	Corrugated Moving/Storage Box,32 ECT	Building Supplies	EACH	0	0	0	N/A
10318	Kimball Midwest Approved Supplier	83680	Lantern Battery,Heavy Dry,6V,Spring Term	Batteries	EACH	19.63	-49%	9.99	83680
10247	Kimball Midwest Approved Supplier	831936	Disposable Gloves,Nitrile,XL,Black,PK100	Safety	EACH	19.63	-55%	8.75	831936
10212	Kimball Midwest Approved Supplier	831966	Disposable Gloves,Nitrile,XL,Black,PK100	Safety	EACH	17.13	-65%	5.99	831966
9992	Non-Stock Item	Sourced by request	High Cap,Pleated Filter,20x24x2,MERV8	HVAC/Refrigeration	EACH	0	0	0	N/A
9984	Kimball Midwest Approved Supplier	80915C	Athletic Field Stripping Paint,White	Paint	EACH	10.81	-33%	7.25	80915C
80744	Kimball Midwest Approved Supplier	80744	TORQ,"CB"* (NFSCA)	Cleaning	EACH	10.99	-18%	8.99	N/A
373804	Kimball Midwest Approved Supplier	373804	1/4 USS ALLOY FLAT WASHER	Fasteners	EACH	0.1866	-62%	0.07	N/A
82016	Kimball Midwest Approved Supplier	82016	1/4 SUPER PRIM DRILL	Building Supplies	EACH	7.79	-65%	2.75	N/A
373806	Kimball Midwest Approved Supplier	373806	3/8 USS ALLOY FLAT WASHER	Fasteners	EACH	0.3388	-65%	0.12	N/A
80881C	Kimball Midwest Approved Supplier	80881C	GLOSS BLACK PAINT	Paint	EACH	10.6	-32%	7.25	N/A
PBSN331	Kimball Midwest Approved Supplier	PBSN331	16-14 FAST HS BUTT CONN	Electronics	EACH	0.74	-73%	0.2	N/A
82024	Kimball Midwest Approved Supplier	82024	3/8 SUPER PRIM DRILL 1-PK	Building Supplies	EACH	16.91	-65%	5.97	N/A
82008	Kimball Midwest Approved Supplier	82008	1/8 SUPER PRIM DRILL	Building Supplies	EACH	5.11	-72%	1.42	N/A

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373805	Kimball Midwest Approved Supplier	373805	5/16 USS ALLOY FLAT WASHER	Fasteners	EACH	0.2864	-65%	0.1	N/A
82012	Kimball Midwest Approved Supplier	82012	3/16 SUPER PRIM DRILL	Building Supplies	EACH	5.33	-65%	1.88	N/A
343804	Kimball Midwest Approved Supplier	343804	1/4 USS GR8 HEX NUT	Fasteners	EACH	0.1063	-62%	0.04	N/A
82032	Kimball Midwest Approved Supplier	82032	1/2 SUPER PRIM DRILL	Building Supplies	EACH	29.08	-65%	10.27	N/A
445408	Kimball Midwest Approved Supplier	445408	14X1 HWH DR PT SCREW	Fasteners	EACH	0.3382	-20%	0.27	N/A
82010	Kimball Midwest Approved Supplier	82010	5/32 SUPER PRIM DRILL	Building Supplies	EACH	5.52	-72%	1.54	N/A
343806	Kimball Midwest Approved Supplier	343806	3/8 USS GR8 HEX NUT	Fasteners	EACH	0.2265	-65%	0.08	N/A
82009	Kimball Midwest Approved Supplier	82009	9/64 SUPER PRIM DRILL	Building Supplies	EACH	5.11	-72%	1.42	N/A
82020	Kimball Midwest Approved Supplier	82020	5/16 SUPER PRIM DRILL	Building Supplies	EACH	11.78	-65%	4.16	N/A
343805	Kimball Midwest Approved Supplier	343805	5/16 USS GR8 HEX NUT	Fasteners	EACH	0.1631	-63%	0.06	N/A
373504	Kimball Midwest Approved Supplier	373504	1/4 USS FLAT WASHER	Fasteners	EACH	0.1024	-41%	0.06	N/A
373808	Kimball Midwest Approved Supplier	373808	1/2 USS ALLOY FLAT WASHER	Fasteners	EACH	0.7519	-65%	0.26	N/A
266781	Kimball Midwest Approved Supplier	266781	3/32X4 BLK CABLE TIE	Electronics	EACH	0.1533	-87%	0.02	N/A
445208	Kimball Midwest Approved Supplier	445208	12X1 HWH DR PT SCREW	Fasteners	EACH	0.3888	-20%	0.31	N/A
82025	Kimball Midwest Approved Supplier	82025	25/64 SUPER PRIM DRILL	Building Supplies	EACH	19.21	-65%	6.78	N/A
82017	Kimball Midwest Approved Supplier	82017	17/64 SUPER PRIM DRILL	Building Supplies	EACH	9.36	-65%	3.31	N/A
PASN345	Kimball Midwest Approved Supplier	PASN345	22-18 FAST HS BUTT CONN	Electronics	EACH	0.74	-73%	0.2	N/A
NAB2214	Kimball Midwest Approved Supplier	NAB2214	FAST HS BLUE/RED BUTT CON	Electronics	EACH	2.08	-82%	0.37	N/A
373904	Kimball Midwest Approved Supplier	373904	1/4 SAE ALLOY FLAT WASHER	Fasteners	EACH	0.1572	-68%	0.05	N/A
82007	Kimball Midwest Approved Supplier	82007	7/64 SUPER PRIM DRILL	Building Supplies	EACH	4.4	-72%	1.23	N/A
373807	Kimball Midwest Approved Supplier	373807	7/16 USS ALLOY FLAT WASHER	Fasteners	EACH	0.4598	-65%	0.16	N/A
82013	Kimball Midwest Approved Supplier	82013	13/64 SUPER PRIM DRILL	Building Supplies	EACH	5.93	-65%	2.1	N/A
343808	Kimball Midwest Approved Supplier	343808	1/2 USS GR8 HEX NUT	Fasteners	EACH	0.5196	-63%	0.19	N/A
82011	Kimball Midwest Approved Supplier	82011	11/64 SUPER PRIM DRILL	Building Supplies	EACH	5.68	-72%	1.58	N/A
80925	Kimball Midwest Approved Supplier	80925	INTER-LUBE PENT GREASE	Cleaning	EACH	6.99	-14%	5.99	N/A
373906	Kimball Midwest Approved Supplier	373906	3/8 SAE ALLOY FLAT WASHER	Fasteners	EACH	0.2537	-66%	0.08	N/A
502504	Kimball Midwest Approved Supplier	502504	#4 MINI HOSE CLAMP	Building Supplies	EACH	0.89	-67%	0.29	N/A
374804	Kimball Midwest Approved Supplier	374804	1/4 GR8 LOCKWASHER	Fasteners	EACH	0.0811	-63%	0.03	N/A
374806	Kimball Midwest Approved Supplier	374806	3/8 GR8 LOCKWASHER	Fasteners	EACH	0.1893	-74%	0.05	N/A

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373505	Kimball Midwest Approved Supplier	373505	5/16 USS FLAT WASHER	Fasteners	EACH	0.1736	-48%	0.09	N/A
373506	Kimball Midwest Approved Supplier	373506	3/8 USS FLAT WASHER	Fasteners	EACH	0.2096	-43%	0.12	N/A
BSN331	Kimball Midwest Approved Supplier	BSN331	1/2X6 SHRINK TUBING	Electronics	EACH	0.4878	-79%	0.1	N/A
82006	Kimball Midwest Approved Supplier	82006	3/32 SUPER PRIM DRILL	Building Supplies	EACH	4.4	-72%	1.23	N/A
261044	Kimball Midwest Approved Supplier	261044	1/2X6 SHRINK TUBING	Electronics	EACH	1.38	-80%	0.28	N/A
82014	Kimball Midwest Approved Supplier	82014	7/32 SUPER PRIM DRILL	Building Supplies	EACH	6.41	-65%	2.27	N/A
348406	Kimball Midwest Approved Supplier	348406	3/8-16 GD8 NYLON LOCKNUT	Fasteners	EACH	0.68	-82%	0.12	N/A
374805	Kimball Midwest Approved Supplier	374805	5/16 GR8 LOCKWASHER	Fasteners	EACH	0.1239	-76%	0.03	N/A
348404	Kimball Midwest Approved Supplier	348404	1/4-20 GD8 NYLON LOCKNUT	Fasteners	EACH	0.458	-83%	0.08	N/A
28226	Kimball Midwest Approved Supplier	28226	15A MINI FUSE	Electronics	EACH	0.88	-72%	0.25	N/A
K1862X4	Kimball Midwest Approved Supplier	K1862X4	DOT PUSH-IN UNION	Building Supplies	EACH	6.39	-20%	5.12	N/A
373905	Kimball Midwest Approved Supplier	373905	5/16 SAE ALLOY FLAT WASHER	Fasteners	EACH	0.2005	-65%	0.07	N/A
266801	Kimball Midwest Approved Supplier	266801	9/64X6 BLK CABLE TIE	Electronics	EACH	0.2106	-81%	0.04	N/A
94611	Kimball Midwest Approved Supplier	266811	Cable Ties-Nylon, 11.75" Length, 0.18" Width, Black, 50 Lbs Minimum Loop Tensile Strength, 3" Bundle Diameter	Electronics	EACH	0.4007	-83%	0.07	266841
94610	Kimball Midwest Approved Supplier	266811	Cable Ties-Nylon, 8" Length, 0.18" Width, Black, 50 Lbs Minimum Loop Tensile Strength, 1-3/4" Bundle Diameter	Electronics	EACH	0.2488	-84%	0.04	266811
94613	Kimball Midwest Approved Supplier	266821	Cable Ties-Nylon, 15.25" Length, 0.30" Width, Black, 120 Lbs Minimum Loop Tensile Strength, 4" Bundle Diameter	Electronics	EACH	0.6719	-81%	0.13	266821
94642	Kimball Midwest Approved Supplier	266831	Cable Ties-Nylon, 15.5" Length, 0.18" Width, Black, 50 Lbs Minimum Loop Tensile Strength, 4" Bundle Diameter	Electronics	EACH	0.5152	-88%	0.06	266831
94609	Kimball Midwest Approved Supplier	266781	Cable Ties-Nylon, 4" Length, 0.10" Width, Black, 18 Lbs Minimum Loop Tensile Strength, 7/8" Bundle Diameter	Electronics	EACH	0.1533	-87%	0.02	266781
88445	Kimball Midwest Approved Supplier	373804	Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 1/4	Fasteners	EACH	0.1866	-62%	0.07	373804
88447	Kimball Midwest Approved Supplier	373806	Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 3/8	Fasteners	EACH	0.3388	-65%	0.12	373806
88446	Kimball Midwest Approved Supplier	373805	Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 5/16	Fasteners	EACH	0.2864	-65%	0.1	373805
A528	Kimball Midwest Approved Supplier	374804	Lock Washer, Alloy Steel, Zinc Finish, 1/4	Fasteners	EACH	0.0811	-63%	0.03	374804
FA502	Kimball Midwest Approved Supplier	373505	Flat Washer, USS, Zinc Finish, Low Carbon Steel, 5/16	Fasteners	EACH	0.1736	-48%	0.09	373505
A529	Kimball Midwest Approved Supplier	374805	Lock Washer, Alloy Steel, Zinc Finish, 5/16	Fasteners	EACH	0.1239	-76%	0.03	374805
A101	Kimball Midwest Approved Supplier	343805	Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 5/16-18	Fasteners	EACH	0.1631	-63%	0.06	343805
A100	Kimball Midwest Approved Supplier	343807	Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 1/4-20	Fasteners	EACH	0.4347	-63%	0.16	343807
511	Kimball Midwest Approved Supplier	373603	Flat Washer, SAE, Zinc Finish, Low Carbon Steel, #10	Fasteners	EACH	0.0856	-42%	0.05	373603
FA501	Kimball Midwest Approved Supplier	373504	Flat Washer, USS, Zinc Finish, Low Carbon Steel, 1/4	Fasteners	EACH	0.1024	-41%	0.06	373504
A102	Kimball Midwest Approved Supplier	343806	Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 3/8-16	Fasteners	EACH	0.2265	-65%	0.08	343806

OFFEROR ITEM NUMBER	MANUFACTURER NAME	MANUFACTURER MODEL NUMBER	ITEM DESCRIPTION	SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE	Functional Alternative
FA593	Kimball Midwest Approved Supplier	373506	Flat Washer, USS, Zinc Finish, Low Carbon Steel, 3/8	Fasteners	EACH	0.2096	-43%	0.12	373506
FA95678	Kimball Midwest Approved Supplier	345005	Hex Nut, Grade 5, Zinc Finish, Steel, 5/16-18	Fasteners	EACH	0.2413	-63%	0.09	345005
88449	Kimball Midwest Approved Supplier	373808	Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 1/2	Fasteners	EACH	0.7519	-65%	0.26	373808
92823	Kimball Midwest Approved Supplier	PBSN331	2-Piece Heat Seal Butt Connector, 1/6-1/4 AWG, 1.45" Length	Electronics	EACH	0.74	-73%	0.2	PBSN331
88425	Kimball Midwest Approved Supplier	373904	Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 1/4	Fasteners	EACH	0.1572	-68%	0.05	373904
FA88445	Kimball Midwest Approved Supplier	373804	Flat Washer, Thru-Hardened, USS, Yellow Zinc Finish, Steel, 1/4	Fasteners	EACH	0.1866	-62%	0.07	373804
A539	Kimball Midwest Approved Supplier	374806	Lock Washer, Alloy Steel, Zinc Finish, 3/8	Fasteners	EACH	0.1893	-74%	0.05	374806
FA95677	Kimball Midwest Approved Supplier	345004	Hex Nut, Grade 5, Zinc Finish, Steel, 1/4-20	Fasteners	EACH	0.152	-61%	0.06	345004
84931	Kimball Midwest Approved Supplier	445006	Self-Drilling Screw, Hex Head, Zinc Finish, Steel, #10 x 3/4"	Fasteners	EACH	0.2199	-18%	0.18	445006
88437	Kimball Midwest Approved Supplier	373906	Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 3/8	Fasteners	EACH	0.2537	-68%	0.08	373906
85487M01	Kimball Midwest Approved Supplier	26661	Cable Ties, 7.31" Length, 0.184" Width, Black, 50 Lbs Minimum Loop Tensile Strength, 1/16 - 1-3/4" Bundle Diameter	Electronics	EACH	0.3481	-80%	0.07	26661
523	Kimball Midwest Approved Supplier	373602	Flat Washer, SAE, Zinc Finish, Low Carbon Steel, #8	Fasteners	EACH	0.0761	-34%	0.05	373602
94728	Kimball Midwest Approved Supplier	BSN350	Superbutt Connector-Long Barrel 16-14 AWG, 1.075" Length, Nylon-Insulated	Electronics	EACH	1.53	-88%	0.19	BSN350
FA88446	Kimball Midwest Approved Supplier	373805	Flat Washer, Thru-Hardened, USS, Yellow Zinc Finish, Steel, 5/16	Fasteners	EACH	0.2864	-65%	0.1	373805
FA528A	Kimball Midwest Approved Supplier	374804	Lock Washer, Alloy Steel, Yellow Zinc Finish, 1/4	Fasteners	EACH	0.0811	-63%	0.03	374804
88436	Kimball Midwest Approved Supplier	373905	Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 5/16	Fasteners	EACH	0.2005	-65%	0.07	373905
3368844	Kimball Midwest Approved Supplier	NBSW331	Clear Butt Connector 16-14 AWG - Crimp and Adhesive-lined Crystal Clear Heat Seal Tubing for a Secure, Visible Connection.	Electronics	EACH	1.57	-55%	0.7	NBSW331
FA95679	Kimball Midwest Approved Supplier	345006	Hex Nut, Grade 5, Zinc Finish, Steel, 3/8-16	Fasteners	EACH	0.315	-62%	0.12	345006
FA528	Kimball Midwest Approved Supplier	374504	Lock Washer, Non-Linking, Zinc Finish, Steel, 1/4	Fasteners	EACH	0.0586	-32%	0.04	374504
87568	Kimball Midwest Approved Supplier	453806	Flat Washer, Property Class 12, Thru-Hardened, Zinc Finish, Steel, M6	Fasteners	EACH	0.124	-27%	0.09	453806
85489M01	Kimball Midwest Approved Supplier	26662	Cable Ties, 14.19" Length, 0.184" Width, Black, 50 Lbs Minimum Loop Tensile Strength, 1/16 - 4" Bundle Diameter	Electronics	EACH	1.16	-70%	0.35	26662
1172	Kimball Midwest Approved Supplier	441006	Sheet Metal Screw, Phillips Pan Head, Zinc Finish, Steel, #10 x 3/4"	Fasteners	EACH	0.2223	-46%	0.12	441006
FA88447	Kimball Midwest Approved Supplier	373806	Flat Washer, Thru-Hardened, USS, Yellow Zinc Finish, Steel, 3/8	Fasteners	EACH	0.3388	-65%	0.12	373806
85490M01	Kimball Midwest Approved Supplier	26663	Cable Ties, 13.38" Length, 0.27" Width, Black, 120 Lbs Minimum Loop Tensile Strength, 3/16 - 3-1/2" Bundle Diameter	Electronics	EACH	1.99	-77%	0.45	26663
88439	Kimball Midwest Approved Supplier	373908	Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 1/2	Fasteners	EACH	0.594	-66%	0.2	373908
88448	Kimball Midwest Approved Supplier	373807	Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 7/16	Fasteners	EACH	0.4598	-65%	0.16	373807
94727	Kimball Midwest Approved Supplier	ASN350	Superbutt Connector-Long Barrel 22-18 AWG, 1.05" Length, Nylon-Insulated	Electronics	EACH	1.53	-88%	0.19	ASN350
2539	Kimball Midwest Approved Supplier	445408	Self-Drilling Screw, Hex Head, Zinc Finish, Steel, 1/4 x 1"	Fasteners	EACH	0.3382	-20%	0.27	445408
1145786	Kimball Midwest Approved Supplier	PBSN331	2-Piece Heat Seal Butt Connector, 16-14 AWG, 1.45" Length	Electronics	EACH	0.74	-73%	0.2	PBSN331

OFFEROR ITEM NUMBER	MANUFACTURER NAME	MANUFACTURER MODEL NUMBER	ITEM DESCRIPTION	SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE	Functional Alternative
29583	Kimball Midwest Approved Supplier	266801	Cable Ties-Nylon, 6" Length, 0.14" Width, Black, 30 Lbs Minimum Loop Tensile Strength, 1-1/4" Bundle Diameter	Electronics	EACH	0.2106	-81%	0.04	266801
FAS29	Kimball Midwest Approved Supplier	374505	Lock Washer, Non-Linking, Zinc Finish, Steel, 5/16	Fasteners	EACH	0.0754	-34%	0.05	374505
FAS29A	Kimball Midwest Approved Supplier	374805	Lock Washer, Alloy Steel, Yellow Zinc Finish, 5/16	Fasteners	EACH	0.1239	-76%	0.03	374805
604	Kimball Midwest Approved Supplier	580406	Hex Cap Screw, Grade 8, Alloy Steel, Zinc Finish, 1/4-20 x 3/4 "	Fasteners	EACH	0.135	-41%	0.08	580406
93822	Kimball Midwest Approved Supplier	PASN345	2-Piece Heat Seal Butt Connector 22-18 AWG, 1.45" Length	Electronics	EACH	0.74	-73%	0.2	PASN345

Tab 3

b) Performance Capability (RFP pg. 14)

a. 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.

Below is a summary of our detailed response found in Tab 7:

Experience

General

Kimball Midwest has been in business since 1923 and is family owned and operated by Pat McCurdy, President and Dave McCurdy, Chief Operating Officer. Midwest Motor Supply Company, Inc. was founded in Columbus, Ohio in 1933 and incorporated in 1955. In 1984, the Company acquired the Kimball Company, founded in Cleveland, Ohio in 1923. Thereafter, the Company has conducted business as Kimball Midwest.

Kimball Midwest is one of the largest distributors in the industrial maintenance aftermarket in the United States, currently ranked 36 in Industrial Distribution's annual publication of "The Big 50" MRO suppliers and 40 in Modern Distribution Management's Top 40 Industrial Distributors list for 2019. Kimball Midwest's sales growth has been very dynamic, increasing from less than \$1 million in 1983 to more than \$270 million today. Major industries served includes Agriculture, Automotive, Construction, Manufacturing, Oil and Gas, Mining, Wholesale, and Government- including Schools and Institutions of Higher Education.

Government Sales

Kimball Midwest's Sales team is experienced in developing and managing large-scale accounts and contracts for corporate entities, cooperatives, and agencies at all levels of government. They are well-versed in fulfilling reporting and fee obligations on a scheduled basis, including for our current National IPA/OMNIA Partners contract. Since its award in 2015, we are pleased to share this program has continued to set new benchmarks nearly every month, now involves over 1900 accounts nationwide, and has experienced 70% sales growth over last year.

Kimball Midwest also has experience in the federal sector, having maintained a GSA schedule since 2003. The program is run by employees with firsthand knowledge of federal systems and procurement so that they can guide our sales personnel appropriately and develop initiatives to continue growing our federal customer base. Our GSA sales have experienced consistent annual growth, of which 2019 sales have grown 23% over 2018. To support this program, a detailed SOP providing essential knowledge when selling to Federal customers is issued to all Sales Reps using the program. Flyers with contract pricing feature high-demand products and are catered to specific federal department's needs.

Having fulfilled the maintenance supply needs of government agencies for decades, and National IPA participants for nearly 5 years, Kimball Midwest is ready to satisfy the obligations outlined in this proposal from day one.

National Presence

Kimball Midwest has a national Sales and Service team of over 1,000 representatives who provide hands-on support for their accounts. They are backed by a national network of distribution centers in Columbus, OH; Savannah, GA; Reno, NV; and Dallas, TX which are each fully stocked with 100% of Kimball's product line.

Sales Force Education & Training

We have been training our national sales force on leveraging the current agreement through National IPA for close to 5 years. Sales training is performed in multiple formats, each emphasizing the key points that make cooperative purchasing appealing, such as the contract being "competitively solicited and publicly awarded by a lead government agency" and "no cost to participate," as well as covering who can use it. The "who" is a very important topic we explore in-depth, providing multiple examples of agency types, and encouraging Reps to consider the accounts they're already supporting which qualify.

Training is conducted in-person at sales meetings, group webinars, and one-on-one over the phone. We have also composed and issued supporting literature and video.

National Coverage / Delivery

Products ship from one of our full-service distribution centers, which are located in Columbus, Ohio; Reno, Nevada; Dallas, Texas; and Savannah, Georgia. These facilities are each fully stocked with Kimball's entire catalog and average an industry-leading 99+% fill rate. The warehouse whose proximity enables fastest fulfillment is assigned as the customer's primary distribution center. However, in the event a product is unable to ship from that warehouse, another can be alerted to fill the item at no additional charge.

We utilize industry leading parcel carriers. Our proposal includes no-charge standard ground shipping within the continental United States and there is no minimum order requirement to qualify for the free freight. Orders shipping to Alaska, Hawaii, U.S. Territories and Outlying Areas would be subject to an additional charge.

Expedited shipping is available upon request. Freight charges are dependent upon weights, package dimensions, and delivery cut-off times so fees would be quoted at the time of order.

Non-Stock product delivery may require up to 10 business days. Date estimates can be confirmed during the quoting process.

Marketing

Kimball Midwest markets our current contract through a diverse set of tools in print and digital media. Among these are press releases, line cards for customers, SOP guides for Sales Reps, and a dedicated OMNIA Partners page on our website. We also leverage social media to create awareness of Kimball Midwest and our products to generate leads for our sales force. We use email marketing campaigns to nurture those leads and to expose our products and services to our customers. Further details can be found in section 3.3.

Tracking & Reporting

The structure of account set up at Kimball Midwest guarantees price accuracy for contract users, regardless of the ordering system they use. To make a purchase, customers are issued an individual account which they use with any Kimball Midwest ordering method. The contract price book is assigned to their account, ensuring every order has the correct price no matter how they placed it. Additionally, their invoice and packing slip settings change so that the contract number prints on these documents and displays on their quotes- a visual confirmation their order is on contract.

Upon request, we can generate a sales order history report which customers may wish to compare against their own records. Essential fields would include order dates, invoice numbers, part numbers, quantities ordered and shipped, unit price paid and extended price. Additional fields can be provided based on their individual needs.

b. 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.

These are enclosed.

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

These are enclosed.

d. Describe how Offeror responds to emergency orders.

It is important to note that for customers using our VMI programs, essential products are stored at the customer's site, minimizing the occurrence / necessity of emergency orders. That being said, in the case of an emergency need, every second counts and waiting on backorders is not an option. With an order fill rate exceeding 99%+ and nearly 80% of our inventory dollars going towards product made in the USA, this drastically improves Kimball Midwest's lead times compared to companies which primarily source overseas. Whether expediting orders from suppliers to our own warehouse or arranging direct shipments to a customer's site, we possess an agile pipeline between our purchasing team and domestic supplier partners.

Furthermore, every Kimball Midwest distribution center is fully stocked with our entire catalog, equipping them to swiftly respond to emergency requests, regardless if a customer is outside of their standard geographic distribution area. Such orders are also given highest fulfillment and shipping priority.

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

Participating entities can expect prompt and courteous service 8am to 5pm in their time zones, whether through their Kimball Midwest Sales Representative or our Customer Service department. Through support from our corporate office and field Sales Reps, we service all customers according to Kimball Midwest's exceptional standards and practices. This is evidenced by our monthly service goals of not only answering 99% of all calls but 95% of calls being answered within 10 second or less. While these goals are often met, there is a messaging system in place for any missed calls.

Customer Service

Toll free phone# 800-233-1294 x2898

614-951-2898

Fax # 800-437-4318

adminservices@kimballmidwest.com

Customer satisfaction is a priority for all employees at Kimball Midwest. We strive to handle all problems quickly so that customers will have a positive experience with us. Problem resolution involves actively listening to the customer, identifying a solution, and taking expedient action to correct the situation. Information is passed on to any involved Sales Rep, sales manager, or internal department so that they may take corrective steps where necessary. With a goal to resolve all requests within 1 business day, most are reconciled the same day they're reported.

Preventing problems is equally as important as resolving them. Both the fill rate and accuracy rate of all Kimball Midwest distribution centers exceeds 99%. By establishing proactive checks and measures to sustain these high service rates, customers can trust their orders with Kimball Midwest will be accurate and on-time.

f. Describe Offeror's invoicing process.

Orders are submitted upon the customer's authorization, alerting our distribution centers to fill the order. Our system invoices orders upon shipment and customers are only billed for the items which shipped. E-mail is the preferred method of delivery, but invoices can also be faxed or mailed based on customer preference. Payment is due 30 days following the invoice date and payment terms are 1% 10 days, Net 30.

g. Describe Offeror's contract implementation/customer transition plan. As an example, attach a high-level project schedule, with milestones from each implementation phase. Include training that customer will receive as part of the transition.

As an incumbent vendor, Kimball Midwest's focus will be on building off of our OMNIA Partners program's existing success and continue the rampant program growth seen over the last 5 years. In preparation Kimball is already committed to adding an OMNIA Partners Program Manager in 2020. This individual's attention will be on continuing to drive new business and promoting awareness of this specific agreement. They will present on the contract at sales meetings, ride along with reps to help them speak to customers on co-op purchasing, host training webinars, create company-wide contests around the program, closely monitor sales performance, etc. This is in addition to the processes Kimball has developed to support the OMNIA Partners program over the last several years.

Phase 1: Preparing materials for program launch to the sales force and existing / prospect customers within Kimball's database

Week 1: Update existing literature (SOPs, line cards, internal guidebooks, etc.) and training content with new contract information, including customer's step-by-step instructions on how to register with OMNIA Partners online.

Week 1-2: Creation of content for a digital marketing promotion/campaign

Phase 2: Notification to Kimball's Sales Force and existing OMNIA Partner customers

Week 1: Email Communication to entire Sales Force with announcement of new OMNIA Partners contract award.

Week 2: Send out Digital Marketing campaign to all existing / prospect customers within Kimball's database with announcement of new OMNIA Partners contract award.

Phase 3: Additional Sales Rep training

Months 1-3: The first 3 months of award will be spent traveling to district, regional, and national sales meetings re-introducing Kimball reps and managers to OMNIA Partners and explaining best practices, discussion points, and understanding the do's and don'ts when educating customers on cooperative purchasing. A training video for our Sales Force already exists today which walks them through multiple different scenarios when talking with customers about the program.

Phase 4: Customer Training

Month 1: Kimball will work with our Sales Development training team to include the benefits of OMNIA Partners, Public Sector in our applicable customer-facing presentations.

On-going:

Through continuous education company-wide, our reps, managers and internal staff are well equipped to explain the benefits of cooperative purchasing to eligible customers. We first and foremost promote the value Kimball Midwest can bring to their shop (through shop surveys, product demos, a material management systems presentation, etc.), while also educating key personnel on the benefits of using the contract. This comes in the form of sharing customer facing literature, success stories with similar agencies (customer references), as well as being a true partner and explaining how the customer also benefits from OMNIA Partners, Public Sector's overall portfolio.

Additionally, we have had great success showing customers in-person how easy it is to register, along with issuing step-by-step instructions via e-mail which they can follow at their convenience.

h. Describe the financial condition of Offeror.

As mentioned elsewhere, Kimball has been a healthy and growing company for decades, with sales exceeding \$270 million today. Since 2014 Kimball Midwest has regularly engaged Deloitte to perform an outside audit, in which they have consistently issued a clean audit/review opinion.

A copy of our Dun & Bradstreet report is attached.

i. Contractors that have retail stores shall have appropriate procedures in place to ensure contract pricing on all product lines to member agencies. Describe how agencies choosing to pick up orders will receive the correct contract pricing. Indicate how volume will be tracked and reported to OMNIA Partners.

While we do not have retail locations, customers near our warehouses in Columbus, Reno, Dallas, and Savannah can place orders with their Sales Reps or online for pick up from the sales counter later that day.

The nature of account set up at Kimball Midwest guarantees price accuracy for contract users. To make a purchase, customers are issued an individual account which they can use with any Kimball Midwest ordering method. The contract price book is assigned to their account, ensuring every order has the correct price, regardless if they order through their Sales Rep, over the phone, or online. Items restricted on a contract can also be controlled to prevent them from being ordered.

In conjunction with agreements being linked to individual accounts, their usage is also identifiable at the order level. To report volume and sales back to OMNIA Partners we will use the same process we have been using to successfully produce our National IPA reports: a query is run against our sales data which exports the order history of all accounts in our system that are set up on a contract's price book. Their orders placed on contract are easily identified because the order price book's code will be the same code as the contract.

j. Payment terms/options. Include standard payment terms, early payment discounts and forms of payment accepted. Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

We accept cash, check, and credit cards (including P-Cards), with credit being the preferred method. Cash and check payments made within the first 10 days will receive a 1% discount.

Tab 4

c) Qualification and Experience

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

Kimball Midwest has been in business since 1923 and is family owned and operated by Pat McCurdy, President and Dave McCurdy, Chief Operating Officer. Midwest Motor Supply Company was founded in Columbus, Ohio in 1933 and incorporated in 1955. In 1984, the Company acquired the Kimball Company, founded in Cleveland, Ohio in 1923. Thereafter, the Company has conducted business as Kimball Midwest.

As we have grown, we have expanded to operate a national, full-service distribution network, with over 1,000 sales professionals across the United States. Our primary distribution center and corporate office are in Columbus, Ohio. An additional center was established in Grand Prairie, Texas in 1994; in 1997, we established the full-service center in Reno, Nevada; and in 2015 we celebrated the grand opening of our fourth distribution center located in Savannah, Georgia.

Corporate Office:

4800 Roberts Rd
Columbus, OH 43228

- b. Describe Offeror's reputation in the marketplace.

Kimball Midwest is one of the largest distributors in the industrial maintenance aftermarket in the United States and appears annually on the major rankings of industrial suppliers. We are currently ranked 36 in Industrial Distribution's annual publication of "The Big 50" MRO suppliers and 40 in Modern Distribution Management's Top 40 Industrial Distributors list for 2019. Kimball Midwest's sales growth has been very dynamic, increasing from less than \$1 million in 1983 to more than \$270 million today. Major industries served includes Agriculture, Automotive, Construction, Manufacturing, Oil and Gas, Mining, Wholesale, and Government- including Schools and Institutions of Higher Education.

We also maintain a solid reputation in the workplace. We are No. 28 on Selling Power Magazine's 50 Best Companies to Sell For in 2019 and have been named one of Central Ohio's Top Workplaces for 7 years in a row. Additionally, in 2018 we were named Family Business of the Year by the Conway Center for Family Business, a Central Ohio organization that supports family businesses.

- c. Describe Offeror's reputation of products and services in the marketplace

Providing quality products and services are two of the three main elements of Kimball's mission statement. (The third being availability of those products and services.) From the beginning we've known that the quality of our products is important to our customers. We stock in excess of 49,000 superior-quality MRO parts, hardware and shop supply items. Having one of the industry's broadest product lines provides our customers with single-source availability.

Our product lines range from fasteners to chemicals and from electrical items to shop supplies and body shop parts. They are designed specifically for the maintenance aftermarket to prevent or reduce downtime, improve safety, and decrease our customers' overall costs. Many of our products are manufactured to our specifications and are demonstrably superior to commodity products. Every product

in the product line is fully warranted against defect in material or manufacture, a value-added service to our customers.

Additionally, our highly responsive Special Order Department rapidly sources non-cataloged and/or hard-to-find products, giving us access to over 550,000 additional items for our customers.

Kimball Midwest products are selected because they get the job done faster, safer, and more cost effectively. Not every product makes the grade. In fact, fewer than one out of ten items our product experts review makes the cut. Customers know that when they buy from Kimball Midwest, they purchase a product that meets exacting standards on which they can rely.

Coinciding with the emphasis on product is the strong commitment to high quality service. As mentioned as part of Kimball's differentiation, all Kimball sales representatives, regardless of past experience, undergo regimented and measured training that spans on average 12 months. This ensures a standard approach and a quality experience for each of Kimball's customers.

d. Describe the experience and qualification of key employees.

LeAnna Toebbe

LeAnna has worked in the Industrial Supply sector for 13 years, having a diverse career demonstrating steady growth and increased responsibility: she led a high-performing customer service team as a supervisor, served as the key contact for major international accounts, and facilitated growth of Kimball Midwest's government programs to historic highs. In her career she has received company awards for customer satisfaction, identifying and improving department performance, and flexibility to take on new responsibilities.

In her present role she has successfully implemented and grown many government sales initiatives, including the National IPA/OMNIA Partners program for contract R142105. She has 5 years' of experience developing resources to support and successfully promote awarded contracts at Kimball Midwest, such as composing Standard Operating Procedure guides (SOPs), designing and processing sales reports and arranging fees on-schedule, guiding Sales Representatives on leveraging agreements and compliance, and coordinating projects and program enhancements across multiple departments.

Katelyn Bray

Katelyn has 7 years of experience in the Industrial Supply sector, supporting the growth of National Corporate Accounts and Government Accounts. She currently serves as the Strategic Sales Manager, leading a team of eight individuals who support over 23% of overall company sales. Under her leadership, program participation by Sales Representatives in key programs and contracts, such as OMNIA Partners, has increased over 160% in part due to the creative initiatives that have engaged and educated our sales force within these programs.

Tyler Wooddell

Tyler started at Kimball in 2009 after being part of a team that started, grew, and successfully sold a multi-million dollar business working with governmental, industrial, and manufacturing customers. At Kimball he has served as Controller, directing the financial aspect of the business, and Director of Strategic Initiatives, where he led the build out of the Information Technology department. In his present role as

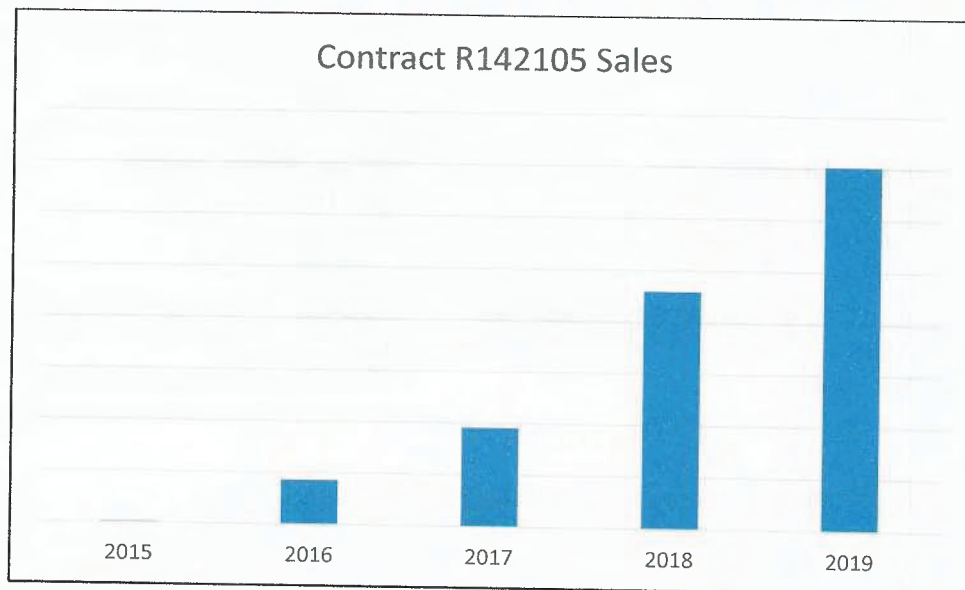
Senior Director of the Strategic Sales department, he is responsible for the programs and support structures necessary to provide exemplary customer service to strategic accounts.

e. Describe Offeror's experience working with the government sector.

Kimball Midwest's Sales team is experienced in developing and managing large-scale accounts and contracts for corporate entities, cooperatives, and agencies at all levels of government. They are well-versed in fulfilling reporting and fee obligations on a scheduled basis, including for our current National IPA/OMNIA Partners contract.

Kimball Midwest also has experience in the federal sector, having maintained a GSA schedule since 2003. The program is run by employees with firsthand knowledge of federal systems and procurement so that they can guide our sales personnel appropriately and develop initiatives to continue growing our federal customer base. Our GSA sales have experienced consistent annual growth, of which 2019 sales have grown 23% over 2018. To support this program, a detailed SOP providing essential knowledge when selling to Federal customers is issued to all Sales Reps using the program. Flyers with contract pricing feature high-demand products and are catered to specific federal department's needs.

The most applicable experience our team has is our National IPA program around contract R142105. Since its award in 2015, we are pleased to share this program has continued to set new benchmarks nearly every month, now involves over 1900 accounts nationwide, and has experienced 70% sales growth over last year. Below is a visual representation of how our sales have grown year over year:



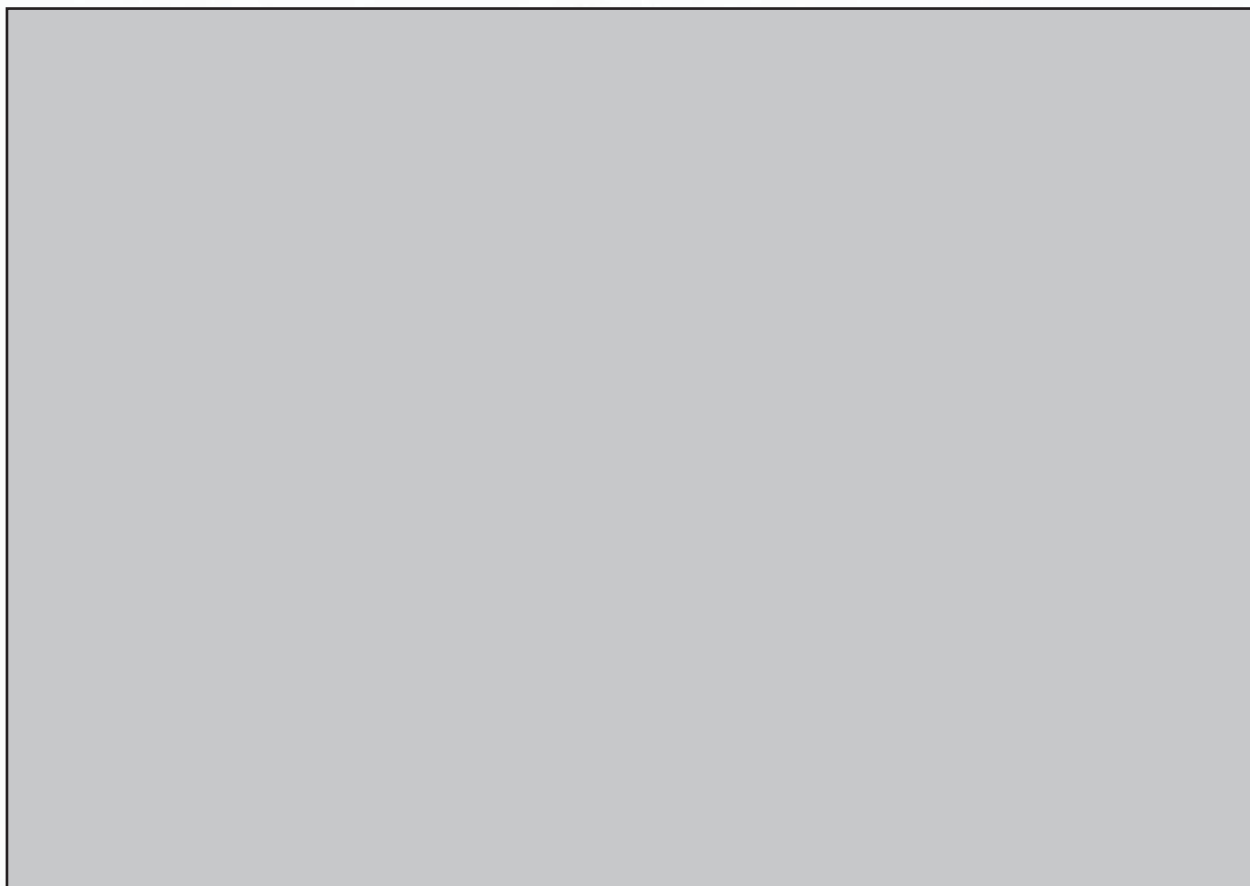
To promote this program, sales leads are continuously sought after and distributed to Sales Reps who then provide contract quotes for customers and aid them in navigating the registration process. Success stories and tips from Reps experienced with the program are featured in monthly employee newsletters, further spawning interest and adoption.

Having fulfilled the maintenance supply needs of government agencies for decades, and National IPA participants for nearly 5 years, Kimball Midwest is ready to satisfy the obligations outlined in this proposal from day one.

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

Kimball Midwest is involved in various small pieces of commercial litigation that arise in the ordinary course of business. It has never filed bankruptcy or for reorganization, and no present or past litigation impacts Kimball Midwest's ability to perform under this contract.

g. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, and years serviced.



h. Provide any additional information relevant to this section.

N/A

Tab 5

Value Add

Supplies/Balance of Line

Respondents are encouraged to offer everything in their entire catalogue that falls within the scope of MRO Supplies. Region 4 ESC reserves the right to reject parts of offerings that it deems to fall outside the scope of the RFP. All products offered shall be new, unused and of the latest design and technology.

Kimball Midwest's proposal is for its entire stock catalog. We carry in excess of 49,000 superior-quality MRO parts, hardware and shop supply items and can source over 550,000 non-cataloged and/or hard-to-find products. Having one of the industry's broadest product lines provides our customers with single-source availability.

Our product lines range from fasteners to chemicals and from electrical items to shop supplies and body shop parts. They are designed specifically for the maintenance aftermarket to prevent or reduce downtime, improve safety, and decrease our customers' overall costs. Many of our products are manufactured to our specifications and are demonstrably superior to commodity products. Every product in the product line is fully warranted against defect in material or manufacture, a value-added service to our customers.

Related Services

Respondents should submit auditable pricing for any and all related services offered.

Non-Stock

Kimball Midwest has access to over 550,000 "sourced products" from our existing supplier network. These are items we do not stock in our warehouse, so pricing is obtained from the source upon request. This allows quotes to be market-based which can provide savings against an annually set MSRP. There is no fee for this service and orders are only placed after a customer acknowledges and approves their quote.

Custom Kits

A service Kimball Midwest offers is assembling custom kits comprised of any products in our catalog. An analysis is done on the time and effort taken by the customer to assemble the consumable components necessary to perform a recurring maintenance function. In some cases, it is more operationally efficient for Kimball to utilize its in-house packaging and product resources to pre-assemble the components into a single package solution. The newly created single package item is then maintained in inventory. When put into use by the customer, the time savings created by utilizing a custom kit lowers the customer's overall cost.

New Product Demos

They say a picture is worth a thousand words. In the world of MRO products, a presentation without a demonstration is just a conversation. Our experienced professionals won't just talk about our superior products, they'll take the time to show users. OMNIA Partner's participants can see the results with their own eyes, have the opportunity to ask questions, and even try the product before buying.

Training & Education

The ability to provide on-site and/or online training and education programs/seminars.

Safety Seminars

Kimball Midwest's Sales Reps are equipped to provide superior, on-site training seminars on Hydraulic and Fluid Flow, Cutting Tools, Fasteners, Welding, Abrasives and other MRO product classes encompassed by the contract. Training curriculum stresses best safety practices, which in turn works to minimize operating down time. These seminars convey vital information in an engaging multi-media format: videos, live demonstrations, and printed materials present vivid visual solutions to your safety concerns. These materials are directed toward anyone concerned with on-the-job safety and quality assurance.

All seminars, welding excluded, would be offered at no charge to participants.

Seminar Descriptions

1. General Safety Seminar: With all the safety regulations in effect today, shop safety and a safe working environment is very critical. Increased productivity and reduced downtime are the #1 by-products of a safe work place.
2. Cutting Tool Safety Seminar: Cutting Tools are used in many applications every day. Most cutting tool failures do not result from poor tool design or manufacturing. Where you find cutting tools, you will find tool failure due to improper applications, lost time and products, wasted materials, and unsafe working conditions. This seminar covers the many considerations that must be addressed when choosing the proper cutting tool.
3. Fastener Safety Seminar: Counterfeit, untraceable fasteners are flooding the nations by the millions. The use of these dangerous parts can result in liability concerns due to equipment failure, serious personal injury, or even worse, fatalities. Now, Kimball Midwest shows you ways to minimize your liability risks through management practices.
4. Chemical Safety Seminar: With all the safety regulations in effect today, shop supply items such as maintenance chemicals have become a very critical area. Changing technology and product formulations have made keeping up with the latest in maintenance chemicals a challenging task. Kimball Midwest's Chemical Clinic is designed to offer an overview of the different chemical types available, as well as to provide valuable information on the proper usage, disposal, and storage of those chemicals to minimize waste and dangerous environment conditions.
5. Abrasive Safety Seminar: With the wide range of abrasive products available, selecting the right product for the proper application has become increasingly important. Coupled with the need for maximum productivity and worker safety, the use of today's abrasive technologies presents unique challenges. Kimball Midwest's Abrasives Products Safety Seminar will offer an overview of proper abrasive selection, application, and safety in the workplace.
6. Electrical Safety Seminar: Studies have shown that 60% of unscheduled equipment maintenance is electrical related. The use of dangerous, substandard parts can lead to equipment failure and serious injuries to you and your staff. Let Kimball Midwest show you ways to minimize your risk through sound safety practices.

7. Brass/Hydraulic Safety Seminar: Because it is important to select the right hose and fitting for the job, Kimball Midwest provides a seminar on hydraulic safety. You will learn the material make-up of hoses, its functions, the problems with ordinary systems and the results you can expect with replacement using appropriate parts.
8. Welding Safety Seminar: Proper welding requires quality products, an informed, knowledgeable welder and the utmost in worker safety. Today's sophisticated equipment utilizing a wide range of metal materials demands more than just a worker who can 'draw a bead between two surfaces.' You can rely on the Kimball Midwest Welding Safety Seminar to offer information, technique, and the latest in safety practices to assist in achieving your welding quality objectives.

Other Services

Other value-add services not included in above categories including trade-ins, leasing, financing and include the pricing structure for each of these items.

Vendor Managed Inventory (VMI)

Kimball Midwest offers VMI solutions for many of our products. In this program a Kimball Midwest Sales Rep acts as an inventory specialist for each set-up to ensure a member's facilities always have the correct amount of stock on hand, giving agencies the convenience and time savings of onsite product access without the overhead of an additional employee. Inventory levels are established with management and are maintained each visit. PO requirements can be accommodated and requests to secure authorization prior to placing re-stock orders are honored.

A well-devised, customized VMI system is designed to eliminate obsolete inventory, standardize product, set appropriate inventory levels, and maximize efficiencies. Kimball Midwest's approach to this vital component of any well-organized shop begins and ends with getting to know each customer and their requirements. When every shop is unique, cookie cutter solutions won't do. Instead, we offer a tailored methodology to meet each agency's individual needs.

Our trained Sales Representatives work closely with customers to identify and ensure they will have the quality parts they need exactly when they need them. They visit sites regularly, meet with team members, and effectively manage inventory- being conscientious of avoiding both overstock and understock problems.

Our Maintenance Efficiency Centers (MECs) are key to preventing time and energy being wasted looking for misplaced product. MECs are convenient setups which organize those nickel-and-dime nuisance items in well-labeled drawers and bins, thus reducing hidden costs of disorderly inventory: equipment downtime, frequency of purchase orders, time spent receiving and putting away orders, emergency pickups, and more.

The "king" of shop organization is Kimball Midwest's exclusive Materials Management System (MMS), a dynamic organizational system ideal for mid-to-large sized shops. The MMS process begins when our experts conduct a no-obligation shop survey to understand the site's specific challenges. We then offer a detailed analysis with recommendations to effectively lower the site's total MRO costs.

A standard part of any Kimball Midwest VMI service is performing an annual inventory analysis and review, along with providing customers usage reports. These reports are mutually valuable as they afford us the opportunity to receive important feedback and learn if there are areas where our services can improve.

We can also review spending habits and make standardization and cost savings recommendations where applicable. Reporting content and scheduled frequency can be tailored to the member's operational needs at any time.

Obsolescence Agreements

This valuable program saves customers from having to write off obsolete merchandise as a total loss when updating their inventory. Through this program, Kimball Midwest offers credit for any overstocked, obsolete or non-usable inventory supplied by the previous vendor we are replacing. We also accept for return any unused, obsolete Kimball Midwest merchandise in exchange for credit. The customer is given a list of each item being returned and the credited value and receives a set discount percentage off their future invoices until the credit is exhausted.

Note: availability is dependent upon compatibility with an agency's inventory disposal regulations.

'True Partners' Work Order Management Software

Kimball Midwest's 'True Partners' is a proprietary work order management system which helps shops monitor the cost of small, consumable items used during repairs. This easy to use, cloud-based system enables customers to easily create work orders and the equipment associated with it. Users can then add items to the order, tracking costs associated with it. Since custom items are easy to create, customers can track all items needed for repair, not just those from Kimball Midwest. This can even include labor rates to capture a fuller view of job/equipment based repair costs.

Professional reports can be run to view costs, or track by item, user, equipment, or shop (and more) over a specified date range. True Partners requires no software downloads as it is accessed entirely online and at no cost.

A video demo of True Partners can be viewed on our website:

<https://www.kimballmidwest.com/Services/Value-Added/True-Partners/>

Shipping Policy

Prices in our proposal include standard ground shipping within the continental U.S. All orders received before 3pm in the customer's time zone will ship same day and are guaranteed to arrive within 3 business days or less after receipt of order. In fact, 85% of shipments are delivered within 24 hours of leaving our warehouse and 97% are delivered within 48 hours.

Ordering Capabilities

- The successful Offeror shall provide an electronic on-line catalogue and have a fully operational website that enables on-line ordering by the individual member agencies. Features shall include, product lookup that indicates Region 4 contract price; ability to set purchasing authorization limits; ability to download order invoice history reports.

Kimball Midwest's online storefront at www.KimballMidwest.com allows customers to browse our full line of products and make purchases. The site has a multi-dimensional navigation structure and a suggestive search box to make finding the correct parts easy and intuitive. Customers are also able to browse by choosing a specific category and drilling down through additional sub categories. The sub-category hierarchy for each item is listed on their product pages as clickable links. This helps users to

browse related items without searching from square-one and facilitates narrowing down a lengthy list of products to the specific item they're looking for.

Our website site allows users to create a unique profile where, once logged-in, they can view their contract pricing, manage their account and add additional users, add items to their cart, and place orders. Users can view the status of online orders, track shipments, and view their order history. They can also search historical purchases and reorder those items as desired. Additional conveniences include:

- Access invoices and make payments
- View their pricing
- Search PO numbers
- Track Packages
- Create and save personal wish lists
- Preview and print SDS and USDA sheets
- P-Cards are accepted
- Accounts can be designated as "Hold for PO" as a default ordering parameter which will apply to all online orders.

Specific items or product categories can be restricted from online ordering. Restrictions are controlled at the account level and prevent the items from appearing to the logged in user.

Multiple training options are available for users to learn more about using our website. Aside from various literature that highlights features of our site, hands-on training is available with any of our 1,000+ Sales Representatives. Participating Agencies can also contact our e-commerce team by phone for direct support. Group webinars can also be arranged.

- Contractors shall have items either delivered to the customer's jobsite or available for pickup at the closest Supplier Retail location.

The majority of orders are delivered to the customers jobsites, with customers within proximity of our four distribution centers having the option to request an order be held for pick up at the warehouse.

Product/Price Updates

- New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All requests are subject to review and approval by Region 4 ESC. At no time is the Supplier allowed to unilaterally change products or pricing.
- Successful Offeror shall be responsible for notifying Region 4 of all obsolete and discontinued products in writing and in a timely manner.

Kimball Midwest understands and agrees to these two terms.

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 confident 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.)

Date

12/3/19


Senior Director, Strategic Sales
Authorized Signature & Title

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

Midwest Motor Supply Co. Inc.,
dba Kimball Midwest

Contact



Signature

Tyler Wooddell

Printed Name

Senior Director, Strategic Sales

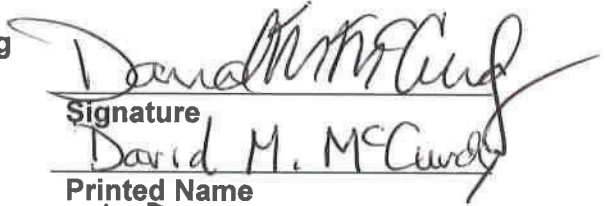
Position with Company

Address

4800 Roberts Rd.

Columbus, OH 43228

**Official
Authorizing
Proposal**



Signature

David M. McCurdy

Printed Name

V. P.

Position with Company

Phone

614-219-6100

Fax

614-219-6840

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Midwest Motor Supply Co. Inc.
Columbus, OH United States

Certificate Number:
2019-565530

Date Filed:
11/27/2019

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

Date Acknowledged:

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.

RFP# 19-20
Maintenance, Repair and Operations (MRO) Supplies & Related Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kimball Midwest	Columbus, OH United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is 9/1/72

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 3rd day of Dec, 20 19.
(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, Tyler Wooddell, as an authorized representative of

Midwest Motor Supply Co. Inc., dba Kimball Midwest, 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

12/3/19

Date



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 2 is hereby issued to change;

1. SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME
2. DEADLINE FOR RECEIPT OF QUESTIONS: November 21, 2019
3. Page 39 – Change first paragraph labeled "M" to "L".
4. Appendix E – Products & Services Pricing and market basket has been amended and is attached.
5. Additions to Appendix C – ADDITIONAL REQUIRED DOCUMENTS

Appendix C, DOC # 5

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

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

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

Contractor Integrity

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

Public Policy

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

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

Affirmative Steps

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

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

Federal Requirements

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

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

1. Termination for Convenience:

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

2. Equal Employment Opportunity:

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

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

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

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

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

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

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

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

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

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

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

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

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

"Clean Air Act

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

§ 7401 et seq.

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

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

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

(c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]*. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of

the contractor, its principals (defined at 2 C.F.R. § 180.930), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Midwest motor Supply Co. Inc., dba ^{Kimball midwest}, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Tyler Wooddell, Senior Director of Strategic Sales

Name and Title of Contractor's Authorized Official

12/3/19

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a

state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

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

11. Additional FEMA Requirements.

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

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

- c. Access to Records.

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

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

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

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

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

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

12. DHS Seal, Logo, and Flags.

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

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

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

14. No Obligation by Federal Government.

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

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

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

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

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

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

Offeror's Name: Midwest Motor Supply Co. Inc., dba Kimball Midwest

Address, City, State, and Zip Code: 4800 Roberts Rd. Columbus, OH 43228

Phone Number: 800-233-1294 x2478 Fax Number: 614-951-6840

Printed Name and Title of Authorized Representative: Tyler Wooddell, Senior Director of Strategic Sales

Email Address: tyler.wooddell@kimballmidwest.com

Signature of Authorized Representative:  Date: 12/3/19

QUESTIONNAIRE

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

1. Diversity Programs

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

2. Diverse Vendor Certification Participation

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

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: _____

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

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

List certifying agency: _____

c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No

List certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone Yes No

List certifying agency: _____

e. Other

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

List certifying agency: (1) Ohio Minority Supplier Development Council
(2) Ohio Department of Administrative Services

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

6.

DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required 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 Texas and authorized to underwrite bonds in the amount of the bid bond. For the purposes of this solicitation, the total bid is to be \$60,000,000.

N/A

Appendix C, DOC #6 Questionnaire

Kimball Midwest

RFP #19-20 - Maintenance, Repair and Operations (MRO) Supplies & Related Services

Kimball Midwest understands the importance of supporting small/disadvantaged businesses and currently partners with GT Industrial Supply (GTI) to boost procurement opportunities for them within our customer base. By bringing a complementary business such as GTI alongside us to support account needs, we assist customers with reaching their pre-determined diversity goals.

GT Industrial Supply
Cincinnati, OH
513-771-7000

Attached Certificates:

Ohio Minority Business Enterprise (MBE) – MBE-20542
NMSDX – CN03423

Supplier Diversity

Kimball Midwest recognizes the importance of supporting historically disadvantaged businesses and is dedicated to growing our existing partnerships with suppliers. We strive to create an environment which we can develop sales and purchasing opportunities where we are able to utilize ESB/MBE/WBE capabilities. Our suppliers understand the mission of Kimball Midwest and together we evaluate areas where we can increase the number of products available to our customers.

We encourage potential ESB/MBE/WBE suppliers and partners to contact us through our website on our "Supplier Diversity Program" page: <https://www.kimballmidwest.com/About-Us/Supplier-Diversity/>

Our Product Line Department is always looking for new, innovative products to add to our catalogued line. Inquiries submitted through this web form are pursued to learn more about the business and see if they have products meeting the Program's criteria. We also provide our existing disadvantaged suppliers opportunities to quote for additional business.



Department of Administrative Services
Equal Opportunity Division

03/11/2019

Michael Griffie, Jr.
GT Industrial Supply, Inc.
4350 Indeco Ct.
Cincinnati, OH 45241

SUBJECT Minority Business Enterprise (MBE) Program
Certification Number: MBE-20542
Effective Dates: 03/11/2019 through 03/11/2021

Dear Michael Griffie, Jr.:

As you are aware, a company desiring to participate in the State of Ohio's Minority Business Enterprise program must demonstrate to this Office that the company is owned and controlled by a minority individual for at least the previous one year.

After careful review of the application and supporting documentation you provided to this office, the Equal Opportunity Division of the Ohio Department of Administrative Services (DAS) has determined that the company satisfactorily meets the requirements set forth in Section 123:2-15-01 of the Ohio Administrative Code as is required for participation in the program. This letter shall serve as the State's official certification of this effect.

This letter also acknowledges that GT Industrial Supply, Inc. is approved for MBE program participation under the Goods and Services procurement category, and has demonstrated capability and/or experience for a period of one year from the date of this letter in the following UNSPSC and CSI codes:

UNSPSC CODE	CSI CODE
1. 24120000 Packaging materials	N/A
2. 26120000 Electrical wire and cable and harness	N/A
3. 31150000 Rope and chain and cable and wire and strap	N/A
4. 39000000 Electrical Systems and Lighting and Components and Accessories and Supplies	N/A

Please note that one month prior to the expiration date of this certification, your company is required to submit a completed Recertification Affidavit form for our review relative to the company's qualifications for continuing participation in the MBE program. Additionally, you must formally notify this division of any changes that occur within your company that effect ownership, managerial and/or operational control within thirty days of such changes occurring. Similar notification must be provided to us of any changes to the company's name, business address, telephone numbers, principal products/service or other basic contact and commercial activity information.

Failure to provide a completed Recertification Affidavit or to notify this office of such changes to your company in a timely manner may result in the revocation of your certification status.

So that GT Industrial Supply, Inc. is able to maximize the opportunity to provide its various MBE-approved

www.das.ohio.gov/gsd or by calling the office at 614.466.4635. This office provides electronic notice of purchasing opportunities for specified supplies or services (bid notices) to any vendor who has registered with DAS. Opportunities for architectural, engineering and construction service providers can be accessed at www.ohio.gov/SAO.

2. The Ohio Department of Development offers business development assistance in the areas of management, technical, financial, contract procurement assistance, loan and bond packaging services. The office can be contacted at 614.466.5700 or 800.848.1300 ext. 65700.

As the MBE program indicates, the State of Ohio values diversity among its business partners, and hopes to see them grow and prosper. Consequently, we are delighted to be able to assist your company by approving its participation in this vendor preference and business development program. If you need any assistance or have questions about the MBE program, its objectives or its operation, please contact the Equal Opportunity Division's Certification Unit at 614.466.8380.

Sincerely,



Todd McGonigle
Acting Deputy Director
State EEO Coordinator

Service, support, solution for Ohio Government

The State of Ohio is an equal opportunity employer

Equal Opportunity Division | 4200 Surface Road | Columbus, Ohio 43228
Phone 614-466-8380 | FAX 614-728-5628 | Web: www.das.ohio.gov/eod

Mike DeWine, Governor
Matthew M. Damschroder, DAS Director
Todd McGonigle, Acting Deputy Director



THIS CERTIFIES THAT

GT Industrial Supply Inc
dba GT Industrial Supply Inc

* Nationally certified by the: **OHIO MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 423610; 423690; 423840; 423720; 423510; 332996; 722310

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

11/21/2018

Issued Date

CN03423

Certificate Number

Adrienne C. Trimble
Adrienne Trimble

Jacqueline Neal

11/30/2019

Expiration Date

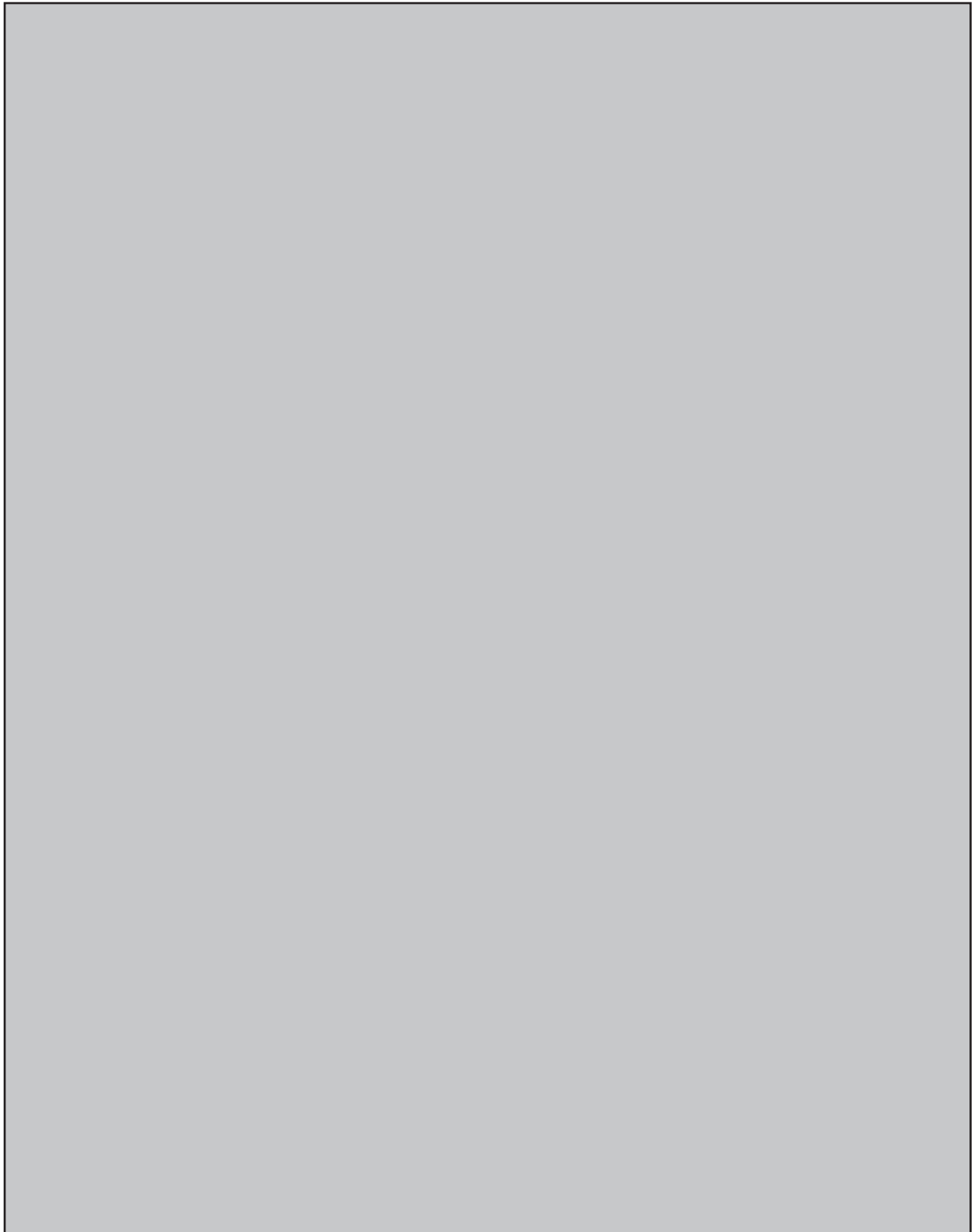
Jacqueline Neal, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

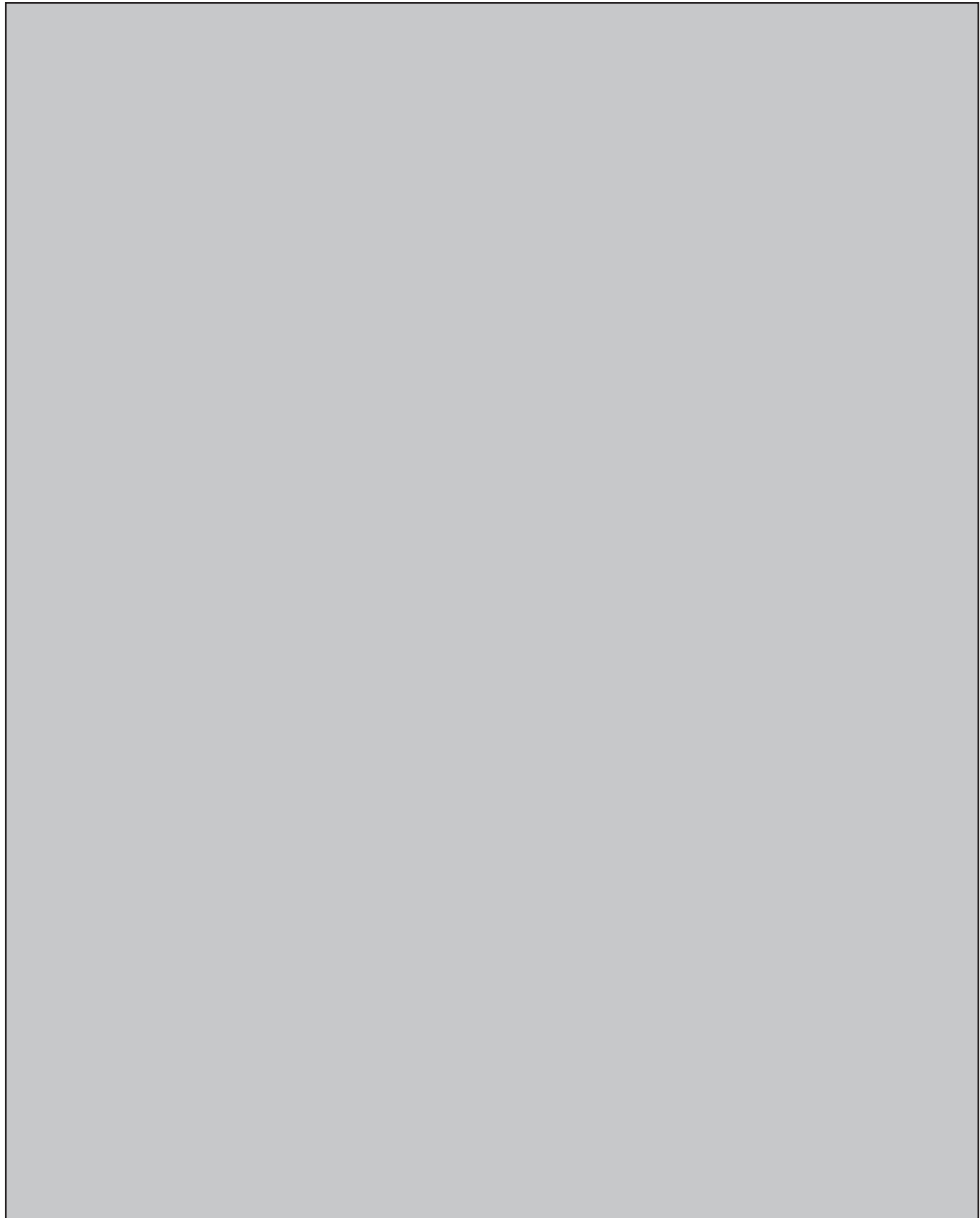
[Certify, Develop, Connect, Advocate.](#)

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

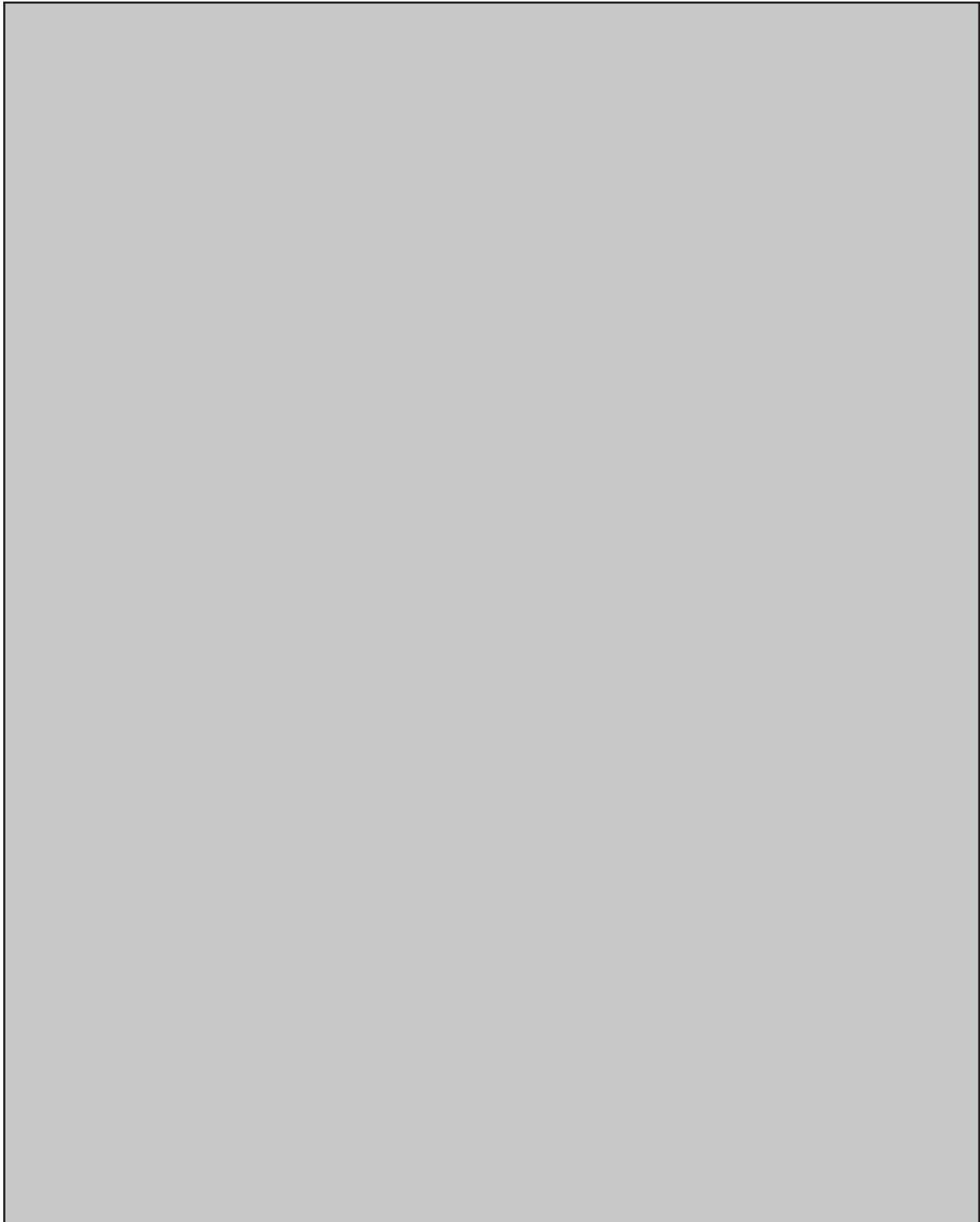
D&B Credit - Report - Summary



D&B Credit - Report - Summary



D&B Credit - Report - Summary



D&B Credit - Report - Summary





7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Tuesday, December 3, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to:

1. Correct Non-Mandatory Pre-Proposal Conference time:

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on November 12, 2019 at 2:00 pm in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston Texas 77092. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at cwallace@esc4.net, by November 6, 2019. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

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

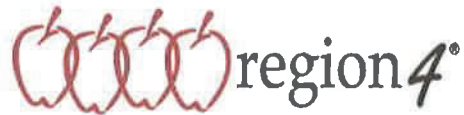
Company Name Kimball Midwest

Contact Person LeAnna Toebbe

Signature 

Date 11/27/19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 3 Amends Appendix E – Pricing File for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 3 is hereby issued to change;

1. Please utilize the revised Appendix E – Pricing File (labeled Version 3 on tab 1) attached. Please do not modify the formatting on this document.
2. An updated Pre-Proposal meeting notes file has been posted.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

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

Company Name Kimball Midwest

Contact Person LeAnna Toebe

Signature 

Date 11/27/19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

Maintenance, Repair and Operations (MRO) Supplies & Related Services

SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 3 Amends Appendix E – Pricing File for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 3 is hereby issued to change;

1. Please utilize the revised Appendix E – Pricing File (labeled Version 3 on tab 1) attached. Please do not modify the formatting on this document.
2. An updated Pre-Proposal meeting notes file has been posted.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

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

Company Name Kimball Midwest

Contact Person LeAnna Toebbe

Signature 

Date 11/27/19

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

Tab 7

Appendix D, Exhibit A: Response for National IPA Contract

2.1 Corporate Commitment

Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Executive Corporate Sponsor: Tyler Wooddell, Sr. Director of Strategic Sales

National Account Manager: Katelyn Bray, Strategic Sales Manager

3.0 Supplier's Response

3.1 Company

A. Brief history and description of Supplier.

Kimball Midwest has been in business since 1923 and is family owned and operated by Pat McCurdy, President and Dave McCurdy, Chief Operating Officer. Midwest Motor Supply Company, Inc. was founded in Columbus, Ohio in 1933 and incorporated in 1955. In 1984, the Company acquired the Kimball Company, founded in Cleveland, Ohio in 1923. Thereafter, the Company has conducted business as Kimball Midwest.

Kimball Midwest is one of the largest distributors in the industrial maintenance aftermarket in the United States, currently ranked 36 in Industrial Distribution's annual publication of "The Big 50" MRO suppliers and 40 in Modern Distribution Management's Top 40 Industrial Distributors list for 2019. Kimball Midwest's sales growth has been very dynamic, increasing from less than \$1 million in 1983 to more than \$270 million today. Major industries served includes Agriculture, Automotive, Construction, Manufacturing, Oil and Gas, Mining, Wholesale, and Government- including Schools and Institutions of Higher Education.

As we have grown, we have expanded to operate four full-service distribution centers across the United States. Our primary distribution center and headquarters are in Columbus, Ohio. An additional center was established in Grand Prairie, Texas in 1994; in 1997, we established the full-service center in Reno, Nevada; and in 2015 we celebrated the grand opening of our fourth distribution center located in Savannah, Georgia.

A core value of Kimball Midwest, one that permeates all our activities and interactions, is the concept of continuous improvement. Never satisfied, we are focused on cultivating an environment that is green and growing, not ripe and rotting. We always want to do it right, and do it right the first time, for our valued customers.

The recurring principle resonating throughout our business is an unmistakable focus on quality and it is woven through all we do. From day one, all customers are treated to the Kimball Midwest Experience: an approach to overall quality we have implemented to establish trust and reinforce our commitment to them. As a Kimball Midwest customer, OMNIA Partners participants witness this quality commitment in the high level of service they receive, the top-notch products they purchase, and the incomparable overall value they enjoy that effectively lowers their maintenance, repair, and operations (MRO) costs.

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

Kimball Midwest has over 1,000 Sales Representatives within the continental United States, with an average representative tenure of 7+ years.

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

Kimball Midwest has a national Sales and Service team of over 1,000 representatives who provide hands-on support for their accounts. They are backed by a national network of distribution centers in Columbus, OH; Savannah, GA; Reno, NV; and Dallas, TX which are each fully stocked with 100% of Kimball's product line.

Corporate Office and Columbus Distribution Center:

4800 Roberts Rd

Columbus, OH 43228

(614)219-6100

(800)233-1294

D. Annual sales for the three previous fiscal years.

2018 \$270,000,000

2017 \$240,000,000

2016 \$227,000,000

E. Submit FEIN and Dunn & Bradstreet report.

FEIN: 31-4408759

DUNS: 01-790-6231

A report has been included in Tab 6 as "Vendor Attachment A"

F. Describe any green or environmental initiatives or policies.

As a distributor, our ability to make an environmental impact centers around recycling at our distribution centers and being conscientious of the policies under which we do business.

Each of Kimball Midwest's facilities has a "green initiative" in their yearly Corporate Plans that involves recycling and reduction of utility consumption (electric and gas) and must report the results each quarter. The business's steady growth has afforded the opportunity to expand and remodel our facilities with focus on reducing our company's energy and water consumption.

Eco-conscientious practices we've adopted include:

- Converting to LED lighting inside and out at facilities
- Installing lighting occupancy sensors within our offices and warehouses
- Hands-free and low-flow restroom fixtures to reduce water consumption
- Materials we actively recycle include: corrugated cardboard, office paper, stretch wrap, cans, bottles, plastic barrels, pallets, batteries, and electronics
- Bottle and can recycling bins within the cafeteria and throughout the building

- Office-wide paper recycling for non-sensitive documents

- G. 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.

Kimball understands the importance of supporting small/disadvantaged businesses and currently partners with GT Industrial Supply (GTI) to enhance procurement opportunities for them within our customer base. By working with a complementary business, such as GTI, we assist customers with reaching their pre-determined diversity goals. Markup is determined based on service provided and level of involvement, but the customers are informed of the exact markup prior to using their service.

All products supplied by Kimball Midwest are made available as an extension to our MBE partner's product line. Products available for purchase from our MBE include, but are not limited to, Abrasives, Janitorial Supplies, Packaging, Safety Supplies, Electric, Paints & Chemicals, Fasteners and Pipe Fittings.

Depending on state requirements, our MBE partner(s) may need to register in that state and/or obtain a required business license before being able to conduct business.

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

Kimball Midwest does not hold any historically underutilized business certifications. That said, Kimball Midwest recognizes the importance of supporting historically disadvantaged businesses and is dedicated to growing our existing partnerships with suppliers. We strive to create an environment in which we can develop sales and purchasing opportunities where we are able to utilize ESB/MBE/WBE capabilities. Our suppliers understand the mission of Kimball Midwest and together we evaluate areas where we can increase the number of products available to our customers.

We encourage potential ESB/MBE/WBE suppliers and partners to contact us through our website on our "Supplier Diversity Program" page: <https://www.kimballmidwest.com/About-Us/Supplier-Diversity/>

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

Our business model is the key factor which differentiates Kimball Midwest from its competitors. At Kimball, our Sales Reps do more than fill orders for their customers; they strive to be product experts and service the full spectrum of materials management: from determining need based on usage, to putting away inventory and maintaining order in their serviced area. They understand the importance of value versus price and carry this value-driven mindset throughout our business operations by carrying superior products at competitive prices. We train our sales force so they can work with each customer to find their perfect balance between price and quality.

Quality Commitment

Kimball Midwest products are designed, first and foremost, to be synonymous with Quality and Value. They are designed to be value-added solutions that will provide superior value – products that will help lower overall operating costs and increase operating efficiency.

When we look for additions to our line of 49,000+ very high quality products we are very discriminating regarding what we will allow to carry the Kimball Midwest brand. Products that can simply get the job done, eventually, are not what we are all about. Kimball Midwest products need to provide features and benefits well beyond the conventional, everyday products most of us encounter on a daily basis.

To be included in the Kimball Midwest family of products we look for superior solutions to the challenges faced in demanding operations. We know that if these products can handle the toughest applications, they'll make every job faster and easier.

These products need to provide:

1. Longer service life
2. Superior performance
3. Faster job completion
4. Reduced labor cost
5. Reduced equipment downtime
6. Increased user safety
7. The ability to make tough jobs easier

While there may be lower cost products that are designed for similar tasks as our products – and there is always a lower cost option available by giving up performance, service life and safety – our products are designed to provide a superior value.

Service Representatives

Further setting us apart is our quality control approach to maintaining an industry-leading service level exceeding 99%. This is achieved through the training, tenure, and product knowledge of our service reps, superior products, delivery reliability, and a structured review process- both in-house and with our customers.

Kimball Midwest takes a leading approach to the marketplace in terms of representative training, experience level, and additional support layers. All our sales representatives, regardless of past experience, undergo regimented multi-phase training lasting on average 12 months. Additionally, these representatives are backed up by a local, regional, and national sales management structure. The average tenure of our service reps is 7 years, a testament to the foundations built and maintained through training and company culture.

American-Made Commitment

Participants following "Buy America" provisions know they can save time and money when they're able to find the qualifying items they need from one source. Kimball Midwest is committed to its own "Buy American" policy. With 80% of our inventory dollars going to product made in the U.S.A., the long lead times with overseas sources are avoided for many high demand products. This focus allows traceability to the source of manufacture helping eliminate the possibility of substandard, misrepresented, mismarked, or counterfeit products being put into the supply chain. We believe in the American workforce and we're committed to providing superior quality products that are backed up by superior workmanship.

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

Kimball Midwest is involved in various small pieces of commercial litigation as arise in the ordinary course of business. It has never filed bankruptcy or for reorganization, and no present or past litigation impacts Kimball Midwest's ability to perform under this contract.

- K. Felony Conviction Notice: Indicate if the supplier
- a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

N/A - Kimball Midwest is privately owned and operated by no individuals convicted of a felony.

- L. Describe any debarment or suspension actions taken against supplier Through support from our corporate office

N/A – no occurrences of suspension or disbarment.

3.2 Distribution, Logistics

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

Kimball Midwest stocks more than 49,000 superior- quality MRO parts, hardware, and quality shop supply items. Having one of the industry's broadest product lines provides our customer with single-source availability. Our proposal includes our entire stock catalog, product safety seminars, and Vendor Managed Inventory (VMI) solutions.

Our product lines range across fasteners to chemicals, from electrical items to shop supplies, and even body shop parts. They are designed specifically for the maintenance aftermarket to prevent or reduce downtime, improve safety, and decrease our customers' overall costs. Examples of lines we stock and service include:

- Cutting Tools & Abrasives
- Plumbing & Pipe Fittings
- Hydraulics
- Electrical
- Fasteners
- Pneumatics
- Paints
- Hand & Power Tools
- Shop Supplies
- Storage Equipment
- Safety Equipment
- Chemicals

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

Kimball Midwest employs over 1,000 Sales Representatives within the continental U.S. For customers in an area without a field Sales Rep, our Inside Sales staff is happy to provide support until a Rep is assigned to their area.

Products ship from one of our full-service distribution centers, which are located in Columbus, Ohio; Reno, Nevada; Dallas, Texas; and Savannah, Georgia. These facilities are each fully stocked with Kimball's entire catalog and average an industry-leading 99+% fill rate. The warehouse whose proximity enables fastest fulfillment is assigned as the customer's primary distribution center. However, in the

event a product is unable to ship from that warehouse, another can be alerted to fill the item at no additional charge.

We utilize industry leading parcel carriers. Our proposal includes no-charge standard ground shipping within the continental United States and there is no minimum order requirement to qualify for the free freight. Orders shipping to Alaska, Hawaii, U.S. Territories and Outlying Areas would be subject to an additional charge.

Expedited shipping is available upon request. Freight charges are dependent upon weights, package dimensions, and delivery cut-off times so fees would be quoted at the time of order.

Non-Stock product delivery may require up to 10 business days. Date estimates can be confirmed during the quoting process.

- C. Describe how Participating Agencies are ensure 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.

The structure of account set up at Kimball Midwest guarantees price accuracy for contract users, regardless of the ordering system they use. To make a purchase, customers are issued an individual account which they use with any Kimball Midwest ordering method. The contract price book is assigned to their account, ensuring every order has the correct price no matter how they placed it. Additionally, their invoice and packing slip settings change so that the contract number prints on these documents and displays on their quotes- a visual confirmation their order is on contract.

Upon request, we can generate a sales order history report which customers may wish to compare against their own records. Essential fields would include order dates, invoice numbers, part numbers, quantities ordered and shipped, unit price paid and extended price. Additional fields can be provided based on their individual needs.

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

Product will be shipped directly to the account from one of Kimball Midwest's distribution centers. For users taking advantaged of our Vendor Managed Inventory services, their Sales Rep will oversee putting the product away and keeping stock. Kimball utilizes industry leading parcel carriers for the majority of shipments. Freight carriers for palletized shipments will vary based on delivery location and handling requirements.

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

We have 4 distribution centers strategically located nationwide and each is fully supplied with 100% of Kimball's stocked catalog. We do not have retail stores but customers near our distribution centers may place orders through their Sales Rep or our website and request pick up at the front counter.

Columbus Distribution Center
4800 Roberts Rd
Columbus, OH 43228

Dallas Distribution Center
1202 Avenue S.
Grand Prairie, TX 75050

400,000 square feet

85,000 square feet

Reno Distribution Center
255 S. McCarran Blvd
Sparks, NV 89431
125,000 square feet

Savannah Distribution Center
730 King George Blvd
Savannah, GA 31419
125,000 square feet

3.3 Marketing and Sales

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

Our current National IPA program is our primary go-to market strategy for Public Agencies. As such we would be eager to share the news of an award with our Sales Representatives. Once authorized by OMNIA Partners, Public Sector, executive sales leadership would announce the exciting news to our sales force within the first 10 days.

We have been training our national sales force on leveraging the agreement through National IPA for close to 5 years. Educational materials and presentations would be updated to reflect the new agreement. Additional efforts:

- Our Government Sales office will update the program's field guide referenced by Kimball Midwest's 1,000+ Sales Representatives.
 - Contract will continue as a prominent topic at Divisional and Regional sales meetings, as well as featured by corporate directors during national sales meetings; presentations would emphasize compliance, determining account eligibility, identifying opportunities to grow participation, and talking points to share with customers.
 - Continue to grow the program with customer leads and product features, motivate sales force with contests, recognize outstanding accomplishments by the sales field, and more.
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days

- iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:
 - OMNIA Partners, Public Sector standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners, Public Sector

Our Strategic Sales team will continue providing dedicated support for the OMNIA Partners, Public Sector program through 800-233-1294 x2696 and OmniaPartners@kimballmidwest.com

First 2 Weeks

- Executive leadership will issue an announcement to the sales field
- Marketing and Graphics departments will update the existing line card outlining the program features.
- Update the existing OMNIA Partners page on our website to reflect the new contract information, including any revisions to logos and uploading the original Request for Proposal: https://www.kimballmidwest.com/Services/Government-Sales/Omnia_Partners/

First 30 days:

- Our Marketing team will issue a Press Release and make an announcement on Kimball Midwest social media
- Our current SOP guide detailing contract obligations and execution will be updated and re-issued
- Our existing co-branded line card would be updated within the first 30 days.

- We will announce the contract award and distribute the flier amongst our sales force, who use it as a tool to maintain and grow current accounts and open new accounts.
- Notify customers using our current contract, #R142105, of the new agreement and update existing participating addendums.

Monthly

- Sales reports filed and fees paid before the 10th calendar day of each month

Ongoing

- Contract will be featured in subsequent sales meetings; presentations to emphasize compliance, customer eligibility, and identifying opportunities to grow participation. If awarded, this would be a prominent feature of our annual sales meetings held in March and April.
- Nurture the program with customer leads, product promotions, employee contests, recognizing outstanding accomplishments by the sales field, and more
- We will work with OMNIA Partners staff throughout this process to ensure customer facing literature, in print and on the web, conforms to branding guidelines.

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Our National IPA program is our leading program for State and Local governments. If awarded, we would continue to market it accordingly. We would maintain co-branded fliers which highlight the positive points of interest in doing business with Kimball Midwest through OMNIA Partners, Public Sector. It would also maintain prominence in sales presentations and training sessions with our Sales Reps.

Our current account transition process is (1) the customer or their Sales Rep requests that their account be set up on Master Agreement pricing (2) the participation ID is obtained and verified through the OMNIA Partners, Public Sector's participation list (3) the contract's price book is applied to the account (4) their invoice and packing slip settings are updated so that the contract number prints on them going forward and (5) e-mail confirmation is sent to the requestor for their own records.

We presently hold cooperative contracts with BuyBoard, Kentucky Purchasing Cooperative, and our State of Ohio Term Schedule. This diverse portfolio enables us to do business with customers who do not otherwise use OMNIA Partners.

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

Should our proposal be accepted, we agree to permitting our company logo to be used in co-branded marketing communications and promotions. We also understand that use of OMNIA Partners, Public Sector logo will require permission for reproduction.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales

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

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

We are conscientious of the key points and phrases used in all presentations, announcements, and marketing literature for our current National IPA program, and would continue to do so. Through repetition and consistent phrasing in all our communications, these terms become second nature to our sales force when they introduce customers to the program.

An example of this action is on the line card for the program, which our Reps give to customers. The verbiage, first reviewed and approved by OMNIA Partners prior to publishing, informs the reader the contract was "competitively solicited and awarded" and that there are "no fees, minimums, or obligations to participate."

Proactive measures we take, and would continue to perform, includes equipping every new sales Rep with an OMNIA Partners quote account and, upon passing certain milestones in their standard training, all Sales Reps are issued an "Intro to National IPA and OMNIA Partners, Public Sector" packet which includes the SOP, a set of line cards, a list of eligible agencies they are already calling on, and key in-house contacts. Follow up calls are conducted to provide further support and feedback

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

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

Sales training is performed in multiple formats, each emphasizing the key points that make cooperative purchasing appealing, such as the contract being "competitively solicited and publicly awarded by a lead government agency" and "no cost to participate," as well as covering who can use it. The "who" is a very important topic we explore in-depth, providing multiple examples of agency types, and encouraging Reps to consider the accounts they're already supporting which qualify.

Training is conducted in-person at sales meetings, group webinars, and one-on-one over the phone. We have also composed and issued supporting literature and video. Specifically:

- Standard Operating Procedures (SOPs) which educate employees on agreement obligations, features and talking points, identifying eligible agencies, and in-house support contacts.
- Targeted marketing tools Reps give to customers, such as co-branded sales cards or flyers which bullet out key benefits.
- The program is featured in presentations at major corporate events, such as national sales meetings and regional conferences.

- An in-house video demonstrating conversations introducing the cooperative to eligible customers.
- Our Strategic Sales team offers ongoing, on-call support through the phone and e-mail.

G. 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

Tyler Wooddell
Sr. Director of Strategic Sales
614-951-2718
tyler.wooddell@kimballmidwest.com

Marketing

Jeff Reichert
Associate Director of Digital Marketing
614-951-2484
jeff.reichert@kimballmidwest.com

Sales

Patrick McCurdy
Vice President of Sales
614-951-2530
patrick.mccurdy@kimballmidwest.com

Sales Support

Strategic Sales Dept.
614-951-2478
omniapartners@kimballmidwest.com

Financial Reporting

Beth Poling
Director of Accounting Services
614-951-2738
beth.poling@kimballmidwest.com

Accounts Payable

Travis Whited
Accounting Services Manager
614-951-2756
travis.whited@kimballmidwest.com

Contracts

LeAnna Toebbe
Government Sales Analyst
614-951-2478
leanna.toebbe@kimballmidwest.com

H. 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.

Kimball Midwest has over 1,000 Sales Reps across the continental United States. This sales force is managed by a team of 96 Area Managers, 25 District Managers, 15 Regional Managers, and 6 Division Managers. This network is overseen by Patrick McCurdy, Vice President of Sales.

Patrick McCurdy
Vice President of Sales
614-951-2530

patrick.mccurdy@kimballmidwest.com

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

The Kimball Strategic Sales team will look to build off the success we had with the OMNIA team since 2018. We saw great value in working with Jim Walters and the Regional Managers to help grow our program. We conducted training events for Kimball's top contract sales performers to further expand their knowledge on the program through firsthand accounts from OMNIA team members on the value the contract can bring to eligible agencies. We also worked closely with Kelsey and the OMNIA training team and conducted webinars with our sales team on the basics of the contract. The information learned between these support avenues allowed our Strategic Sales team to take that information and spread it across the rest of our sales organization and grow program sales 70%+ the prior year.

- I. 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.

Program Management

When executing programs of this nature Kimball Midwest utilizes a streamlined hierarchical approach; leveraging our multi-tiered field sales network of more than 1,000 sales professionals. This provides customers with a primary contact for any inquiries related to the contract.

Further support comes from our Strategic Sales Department. Each of our Strategic Sales Specialists has designated territories they support across the country are trained on the OMNIA Partners program to field all basic contract questions.

Within the Strategic Sales team, there are 20+ outside Key Account Executives and 7 Government Account Executives that are fully trained on the OMNIA Partners program. They work with field sales managers to support our Sales Representatives at the account level, particularly on larger opportunities.

An OMNIA Partners Program Manager will be added in 2020 with the goal of bringing additional awareness to the program and drive new business. They will present on the contract at sales meetings, ride along with reps to help them speak to customers on co-op purchasing, host training webinars, organize company-wide contests around the program, closely monitor sales performance, etc. In turn, the Strategic Sales Manager monitors the contract's progress so as to appoint additional program administrators as sales growth permits.

As the Executive Sponsor, Tyler Wooddell is responsible for promoting, and upholding successful adoption by a field sales network comprised of 6 Division Managers, 15 Regional Managers, and 25 District Managers, all who are active participants in continuous roll-out. He also guarantees priority is given to any technological projects and initiatives that promote the agreement's success.

Contract Administration

The program has a primary point of contact assigned as an administrator to manage reporting, fees, and monitor contractual obligations. The administrator coordinates with other departments to ensure all duties are met at implementation and through the life of an agreement. They operate as a knowledgeable resource of the contract's finer details for all staff, ensuring consistency of communication within our company. This person is also responsible for contract updates, supplying punctual and accurate sales

reports and fee remittance, negotiating and executing participating addendums, and promptly addressing any inquiries surrounding the contract.

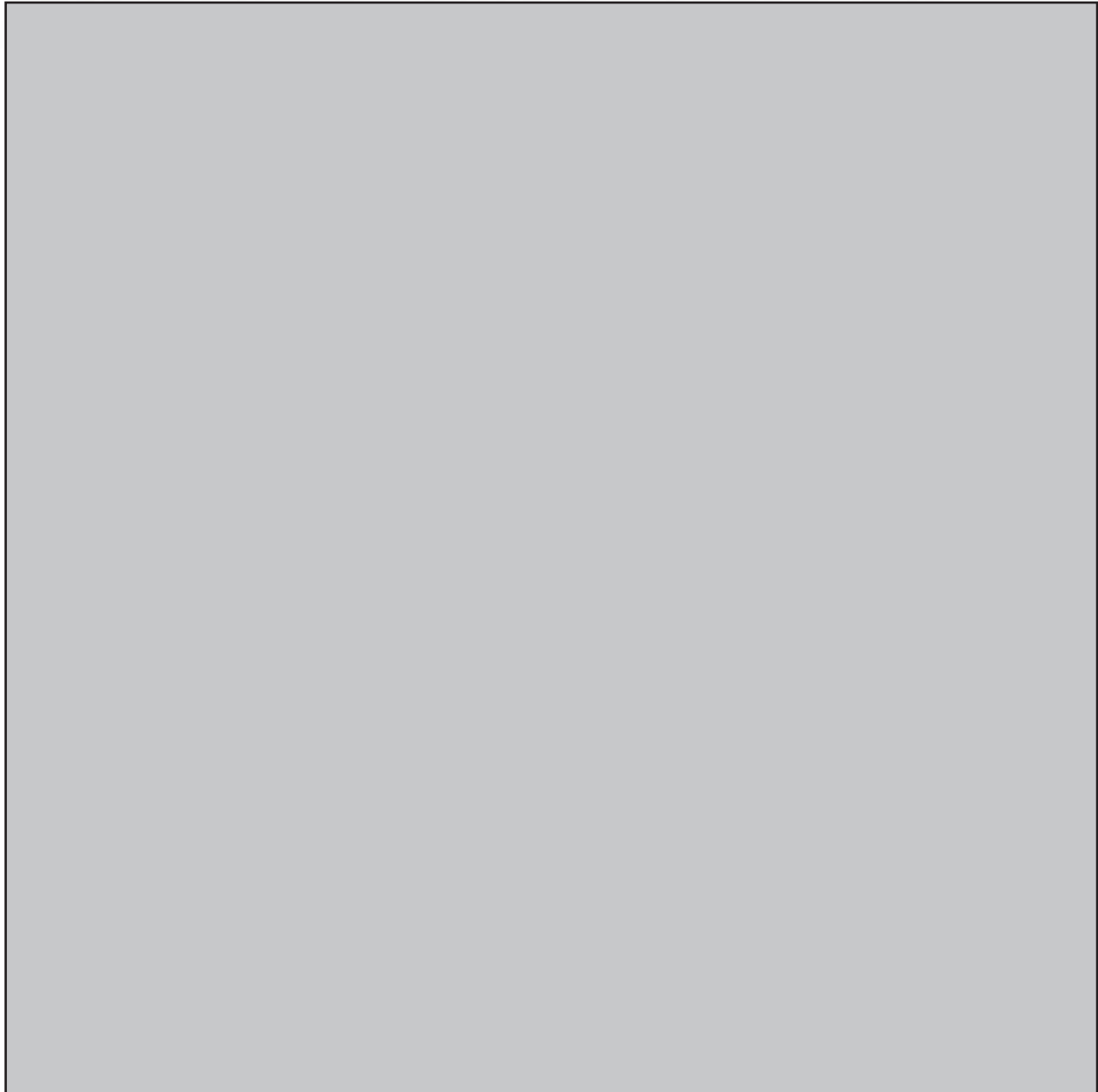
LeAnna Toebbe has nearly 5 years' experience administering our current contract and will continue if we are re-awarded.

Account Setup

In most situations, contract pricing can be activated on a Participating Agency's account the same day it's requested. Our current process is (1) the customer or their Sales Rep requests that their account be set up on Master Agreement pricing (2) the participation ID is obtained and verified through the OMNIA Partners, Public Sector's participation list (3) the contract's price book is applied to the account (4) their invoice and packing slip settings are updated so that the contract number prints on them going forward and (5) e-mail confirmation is sent to the requestor for their own records. Using this method, nearly 1500 existing Kimball Midwest customers have been introduced to and utilized the program since it's inception 5 years ago.

- J. 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.

Our non-Federal, public sector sales topped \$11.5m in 2018.



Sales Rep Tools

Each Kimball Midwest Sales Representative utilizes multiple order entry tools while personally serving his/her accounts. Chief among these tools is our custom developed mobile application through which they can complete dozens of functions, including creating and submitting orders from the field. Through 2019, the vast majority of our orders were submitted from this mobile application with each order being processed and fulfilled at one of our four warehouse locations. Additionally, each of our end user customers may use our website to create and submit orders.

Web Ordering

Our online Storefront allows customers to browse our full line of products and make purchases. The site has a multi-dimensional navigation structure and suggestive search to make finding the correct parts

easy and intuitive. Item attributes enable users to filter a lengthy list of products down to the specific item one is looking for. All items are uploaded to the site with a full description and product specifications, and one can even view and print the Safety Data Sheets (SDS) from the 'Documentation' tab of a product's page. A login is not required to browse our catalog or to download SDS. Logged-in customers can manage their account, add users, add items to their cart, place orders and make payments.

In-House

Our customer service team utilizes proprietary in-house software to answer account questions, add special notes to accounts with unique requirements, process and check orders, arrange returns, and more. They can also assist putting customers in contact with their nearest Kimball Midwest Sales Rep.

Data Security

Kimball Midwest utilizes industry leading security products to prevent, detect and mitigate security threats to all data including customer information. To ensure an end to end secure connection from the user to the server, all website traffic is utilizing SHA2 2048-bit SSL certificate encryption. The utilization of SHA2 2048-bit encryption meets recognized industry standards and is the strongest encryption available for securing user to server communications. Data and information security obligations are of utmost concern to Kimball Midwest. Electronic information is stored at rest in a dedicated database setup with the principle of "least privilege" access to prevent unauthorized access. Security is only assigned on a per user basis with access to only information required by each user account.

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

Having grown the program rapidly by 829% over the last 4 years, we project continued double digit sales growth by executing the initiatives that have driven its success to-date.

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- M. 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 will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
 - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.

- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).
- 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.

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

Option i

For any competitive solicitation, providing our best possible offer is always first and foremost on our mind. We anticipate that the Master Agreement would be just that for most state and local government solicitations. As such, the vast majority of bids we respond to would be with Master Agreement pricing.

Option ii

If using this option, we would create a custom price book for that contract so that any products awarded lower than the Master Agreement would match the price that entity awarded, while all others would match the Master Agreement, and all sales would be accounted for and reportable back to OMNIA Partners, Public Sector.

Option iii

We have not encountered this situation yet but, should it arise, we would be able to comply.

Option iv

For the last option, we have not yet seen a need to submit more than one proposal to a single solicitation, but if the situation arose the direction provided here is very straightforward and easy to follow.

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

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

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

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

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

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

APPENDIX II TO 2 CFR PART 200

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

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Requirements for National Cooperative Contract

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

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

Does offeror agree? YES THW 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 THW 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: Midwest Motor Supply Co. Inc. dba Kimball Midwest

Address, City, State, and Zip Code: 4800 Roberts Rd., Columbus, OH 43228

Phone Number: 614-219-6100 Fax Number: 614-219-6840

Printed Name and Title of Authorized Representative: Tyler Wooddell Senior Director, Strategic Sales

Email Address: tyler.wooddell@kimballmidwest.com

Signature of Authorized Representative:  Date: 12/3/19

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

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

Company Name: Midwest Motor Supply Co. Inc., dba Kimball Midwest

Street: 4800 Roberts Rd

City, State, Zip Code: Columbus, OH 43228

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Tyler Wooddell, an authorized representative of Midwest Motor Supply Co. Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Please see attached list.		

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

12/3/19
Date


Senior Director, Strategic Sales
Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: Midwest Motor Supply Co. Inc., dba Kimball Midwest

Street: 4800 Roberts Rd.

City, State, Zip Code: Columbus, OH 43228

State of Ohio

County of Franklin

I, Tyler Wooddell of
the City of Columbus
Name City

in the County of Franklin, State of
Ohio

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

Senior Director of
I am the Strategic Sales of the firm of
Midwest Motor Supply Co., Inc., dba Kimball Midwest
Title Company Name

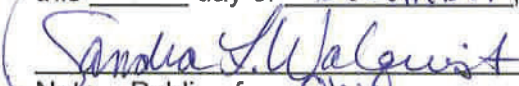
the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken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

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

Midwest Motor Supply Co. Inc.,
dba Kimball Midwest
Company Name


Senior Director, Strategic Sales
Authorized Signature & Title

Subscribed and sworn before me

this 4th day of December, 2019

Notary Public of Ohio
My commission expires 2/21, 2023

SANDRA L. WALQUIST
Notary Public, State of Ohio
My Commission Expires 02-21-2023

SEAL

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

Company Name: Midwest Motor Supply Co. Inc., dba Kimball Midwest

Street: 4800 Roberts Rd.

City, State, Zip Code: Columbus, OH 43228

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

OR

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

OR

- 3. A complete Affirmative Action Employee Information Report (AA302) ✓

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

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

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

Date

Authorized Signature and Title

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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



Signature of Procurement Agent

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

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation



Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Please see attached list.	
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>4th</u> day of <u>December, 2019</u>	
(Notary Public) 	(Affiant)
My Commission expires: <u>2/21/2023</u>	<u>Tyler Wooddell</u> Sr. Director, Strategic Sales (Print name & title of affiant)
	(Corporate Seal)

SANDRA L. WALQUIST
Notary Public, State of Ohio
My Commission Expires 02-21-2023

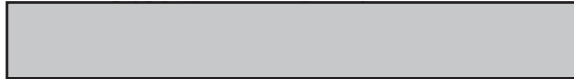
MIDWEST MOTOR SUPPLY COMPANY, INC.
d.b.a., KIMBALL MIDWEST
4800 Roberts Road
Columbus, Ohio 43228-9791
614-219-6100

SHAREHOLDERS:

Patrick J. McCurdy, Jr., Chief Executive Officer and President



Dave M. McCurdy, Vice President and Chief Operating Officer



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

Quote Number: RFP #19-20

Bidder/Offeror: Midwest Motor Supply Co. Inc., dba Kimball Midwest

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

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

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

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): Tyler Wooddell

Signature: 

Title: Senior Director, Strategic Sales

Date: 12/3/19



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: MIDWEST MOTOR SUPPLY COMPANY
Trade Name: KIMBALL-MIDWEST
Address: 4800 ROBERTS ROAD
COLUMBUS, OH 43228-9791
Certificate Number: 0091664
Effective Date: October 21, 1991
Date of Issuance: November 27, 2019

For Office Use Only:

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