

**Region 4 Education Service Center (ESC)**

**Contract # R2211-03**

*for*

Wall System Solutions

*with*

**Krueger International, Inc.**

Effective: January 1, 2023

The following documents comprise the executed contract between the Region 4 Education Service Center and Krueger International, Inc. effective January 1, 2023:

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

## **APPENDIX A**

### **CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2022 by and between Krueger International, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Wall System Solutions("the products and services").*

### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R\_22-11\_ for Wall System Solutions ("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. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

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

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

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

**OFFER AND CONTRACT SIGNATURE FORM**

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

Company Name Krueger Internatrional, Inc.

Address 1330 Bellevue St/PO Box 8100

City/State/Zip Green Bay, WI 54308-8100

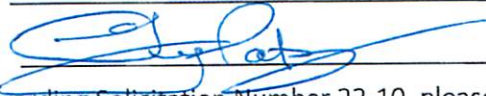
Telephone No. 920.468.8100

Email Address guy.patzke@kic.om

Printed Name Guy Patzke

Title Assistant Secretary

Authorized signature



For any questions regarding Solicitation Number 22-10, please contact Kelli Plamann at kelli.plamann@ki.com or 920.468.2719.

**Accepted by Region 4 ESC:**

Contract No. R2211-03

Initial Contract Term 1/1/2023 to 12/31/2025

Carmen T. Moreno  
Region 4 ESC Authorized Board Member

10/25/2022  
Date

Carmen T. Moreno  
Print Name

Victor E. White  
Region 4 ESC Authorized Board Member

10/25/2022  
Date

Victor E. White  
Print Name

## Appendix B

## TERMS & CONDITIONS ACCEPTANCE FORM

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

**Check one of the following responses:**

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

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
14. Delivery/ Page 4	Conforming product shall be shipped within 7 days of receipt of Purchase 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.	Conforming product shall adhere to standard product lead-times. Purchasing Agency will be notified of product lead-times at time of quote. 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. Products quoted as "Delivered Pricing" shall be "F.O.B. Origin," and freight charges are based on shipments to the 48 U.S. contiguous states unless otherwise clearly stated in writing.	OK - 9/12/22

## Appendix B

### TERMS & CONDITIONS ACCEPTANCE FORM

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

**Check one of the following responses:**

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

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

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

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

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

[illegible]

## **Appendix B**

### **TERMS & CONDITIONS ACCEPTANCE FORM**

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

#### **Check one of the following responses:**

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

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
18. Audit Rights / Page 4	4th sentence within paragraph -	4th sentence within paragraph - Notwithstanding the foregoing, in the event	OK - 9/12/22 consistent with furniture contract
	Notwithstanding the foregoing, in the event	that Region 4 ESC is made aware of any pricing being offered that is materially	
	that Region 4 ESC is	inconsistent with the pricing under this	
	made aware of any pricing being offered	agreement, Region 4 ESC shall have the ability to conduct an extensive audit of	
	that is materially	Contractor's pricing at no charge to the	
	inconsistent with the pricing under this	Contractor. Should the audit find an egregious act, both parties can discuss the	
	agreement, Region 4 ESC	course of action through contract terms.	
	shall have the ability to conduct an extensive		
	audit of Contractor's		
	pricing at Contractor's sole cost and expense.		



6P \*\* Krueger International (KI) acknowledges response is for RFP 22-11 Wall System Solutions, agrees to the corrections and all references (of ergonomic workplace solutions) are replaced with wall system solutions.

## **APPENDIX A**

### **DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 2022 by and between \_\_\_\_\_ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of ~~Ergonomic Workplace Solutions~~ ("the products and services").*  
Wall System Solutions

### **RECITALS**

s/b Wall System Solutions

WHEREAS, Region 4 ESC issued Request for Proposals Number R\_\_\_\_\_ for ~~Ergonomic Workplace Solutions~~ ("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.

CONTRACT

- 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~~ **adhere to standard product lead-times. Purchasing Agency will be notified of product lead-times at time of quote.** 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~~ **Products quoted as "Delivered Pricing" shall be "F.O.B. Origin," and freight charges are based on shipments to the 48 U.S. contiguous states** 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. **Payment on all invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice.**
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at **no charge to the Contractor.** ~~Contractor's sole cost and expense.~~ **Should the audit find an egregious act, both parties can discuss the course of action through contract terms.** Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

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

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

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

**OFFER AND CONTRACT SIGNATURE FORM**

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

Company Name Krueger Internatrional, Inc.

Address 1330 Bellevue St/PO Box 8100

City/State/Zip Green Bay, WI 54308-8100

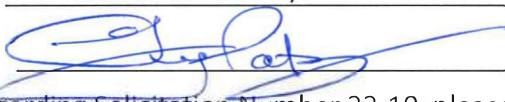
Telephone No. 920.468.8100

Email Address guy.patzke@kic.om

Printed Name Guy Patzke

Title Assistant Secretary

Authorized signature



For any questions regarding Solicitation Number 22-10, please contact Kelli Plamann at kelli.plamann@ki.com or 920.468.2719.

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## **Appendix B**

### **TERMS & CONDITIONS ACCEPTANCE FORM**

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

**Check one of the following responses:**

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

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

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

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

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

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



[illegible]

**Appendix B****TERMS & CONDITIONS ACCEPTANCE FORM**

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

**Check one of the following responses:**

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

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
18. Audit	4th sentence within	4th sentence within paragraph -	
Rights / Page 4	paragraph -	Notwithstanding the foregoing, in the event	
	Notwithstanding the foregoing, in the event	that Region 4 ESC is made aware of any pricing being offered that is materially	
	that Region 4 ESC is	inconsistent with the pricing under this	
	made aware of any pricing being offered	agreement, Region 4 ESC shall have the ability to conduct an extensive audit of	
	that is materially	Contractor's pricing at no charge to the	
	inconsistent with the pricing under this	Contractor. Should the audit find an egregious act, both parties can discuss the	
	agreement, Region 4 ESC	course of action through contract terms.	
	shall have the ability to conduct an extensive		
	audit of Contractor's		
	pricing at Contractor's sole cost and expense.		

- 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~~ **adhere to standard product lead-times. Purchasing Agency will be notified of product lead-times at time of quote.** 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~~ **Products quoted as "Delivered Pricing" shall be "F.O.B. Origin," and freight charges are based on shipments to the 48 U.S. contiguous states** 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. **Payment on all invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice.**
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at **no charge to the Contractor. ~~Contractor's sole cost and expense.~~ Should the audit find an egregious act, both parties can discuss the course of action through contract terms.** Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

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

its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

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

**OFFER AND CONTRACT SIGNATURE FORM**

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

Company Name Krueger Internatrional, Inc.

Address 1330 Bellevue St/PO Box 8100

City/State/Zip Green Bay, WI 54308-8100

Telephone No. 920.468.8100

Email Address guy.patzke@kic.om

Printed Name Guy Patzke

Title Assistant Secretary

Authorized signature 

For any questions regarding Solicitation Number 22-10, please contact Kelli Plamann at kelli.plamann@ki.com or 920.468.2719.

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



## **Appendix B**

### **TERMS & CONDITIONS ACCEPTANCE FORM**

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

#### **Check one of the following responses:**

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

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

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

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

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

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

## Appendix B

### TERMS & CONDITIONS ACCEPTANCE FORM

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

**Check one of the following responses:**

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

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

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

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

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

[illegible]

## **Appendix B**

### **TERMS & CONDITIONS ACCEPTANCE FORM**

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

#### **Check one of the following responses:**

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

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

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
18. Audit	4th sentence within	4th sentence within paragraph -	
Rights / Page 4	paragraph -	Notwithstanding the foregoing, in the event	
	Notwithstanding the foregoing, in the event	that Region 4 ESC is made aware of any pricing being offered that is materially	
	that Region 4 ESC is	inconsistent with the pricing under this	
	made aware of any pricing being offered	agreement, Region 4 ESC shall have the ability to conduct an extensive audit of	
	that is materially	Contractor's pricing at no charge to the	
	inconsistent with the pricing under this	Contractor. Should the audit find an egregious act, both parties can discuss the	
	agreement, Region 4 ESC	course of action through contract terms.	
	shall have the ability to conduct an extensive		
	audit of Contractor's		
	pricing at Contractor's sole cost and expense.		

## Tab 2 - Products and Pricing

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

### a) Products and Services /Pricing

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

KI is offering a discount from manufacturer's current list catalogs. KI has also proposed a tier discount structure. Tiers have been determined by Order Volume. Discounts will be from Supplier's current published price lists. The discounts offered on the Pricing Model will be based on the total list price amount of each single order with the applicable discount for each product taken from the appropriate tier column. Installation and transportation charges are quoted on a project by project basis.

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

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

Electronic price lists have been provided and do contain the Manufacturers part number, description, product options, and List Price. List price does not contain freight. Installation and transportation charges are quoted on a project by project basis. Price Lists will not contain the net price to Region 4 ESC.

- iii. Is pricing available for all products, services, and solutions?

**Wall Systems:** Supply demountable and movable walls, case work lines, custom designed solutions, pre-engineered and pre-fabricated interior solutions, other products, and services not specifically named in the below categories that complement the products and services and provide customers with a complete interior solution.



- o Demountable Walls
- o Finishes (not limited to)
  - Matching Windows/Doors
  - Partitions
  - Fabrics
  - Paint
  - Glass
  - Aluminium
  - Wood
  - Miscellaneous Hardware
  - Accessory Components

KI has provided a discount structure for Demountable Walls, services and solutions. Please see Tab 2. Region 4/OMNIA Drop ship Discounts for specified products.

## OVERVIEW

KI Demountable wall solutions define and refine space. You start with a blank slate, an empty canvas. And you finish with an inspiring, inviting, harmonious space.

From a technical perspective, KI walls provide the ideal combination of ease of construction and simple reconfiguration. Specifically, KI walls provide:

- Industry-leading installation time (one hour per lineal foot)
- Minimal construction clutter onsite
- Less risk due to easy reconfigurability
- Fewer external trades to manage
- 10-year warranty

KI offers a comprehensive suite of wall solutions as described below.

## EVOKE

Evoke is a breakthrough alternative to drywall that challenges traditional construction and design paradigms.

- Passive aesthetics with seamless reveal lines (nearly matches appearance of drywall)
- Modular construction and easily reconfigurable
- Quiet acoustics with STC rating up to 50
- Paint it, wrap it, screen-print on it

## LIGHTLINE

Lightline offers stunning storefront applications with a timeless beauty that creates visual unification between architecture and furniture.

- Highly adaptable alternative to traditional stick-built storefront
- Requires 50% less labor than stick-built construction
- Pre-assembled at KI manufacturing site
- Leaves no waste, saving time, money, environmental resources
- Soft close/open sliding doors



**GENIUS**

Genius walls create beautiful and highly functional spaces that promote efficiency and productivity.

- Designed to support custom designs and configurations
- Compatible with systems furniture and other architectural solutions
- Panel shells available in solid materials, glass, or combination
- Seamlessly delivers power and data options
- Soft close/open sliding doors

**TIMELESS OR TRENDY. CHOOSE ANY DESIGN...ON US!**

With a range of standard finish options, we support numerous affordable designs. Or, go crazy with your own customized creations. We support dreamers and realists alike!

But don't let the options weigh you down. This is the fun part. Take our word for it and let our talented interior designers create your dream space at no additional cost.

**Supplemental Services:** this contract to include but not limited to:

- o Project Management Services
- o Design Service (basic design to be included in standard installation (lineal foot)
- o Preparation Services
- o Reconfiguration Services
- o Strategic Planning Services
- o Occupancy Planning Services
- o Build out Project Management Services
- o Customization Service Solutions
- o Assembly and Installation
- o Printed Image/Graphics

**Coordination:** Supplier will provide through this contract to include but not limited to:

- o Project Scheduling and Lead Times: Production time of all standard solutions and finishes.
- o Preparation and Project Conditions
- o Delivery and Storage
- o Pre/Post - Installation Conference
- o Cleaning upon completion
- o Demonstration and Training Services



### Project Management

- Designate members of KI Project Team to manage all aspects of the project. This team will interface with the End User's contact personnel and all contractors and owner's consultants associated with the project.
- Coordinate shop drawing submittal and approval process between the End User's team members and KI space planners including finish selections and determination of critical dimensions.
- Participate in scheduled job meetings with the End User's personnel and Subcontractors or other consultants retained by the End User at timely intervals as determined by the End User to set schedule for delivery and installation of product.
- Provide the End User /General Contractor's review of delivery schedule, noting both the number of trucks and the anticipated delivery and unloading times for each shipment.
- Perform a site inspection with representatives of the General Contractor and/ the End User to determine a mutually agreeable time schedule, dock availability, elevator capacity, etc.
- Develop contingency plan for lack of delivery access.
- Prepare Status/Update reports regarding project time line to be issued at weekly project meetings.
- All shipments shall be clearly labeled with the order number, facility address and the precise floor/area location for the movable wall system.

### Design and Engineering

- Coordinate with the End User and its consultants to develop a product that best meets their movable partition standards.
- Provide detailed drawings and prototypes, if necessary, of proposed panels, load bars, etc.
- Coordinate design requirements with manufacturing facilities.

### Receipt and Handling of Product

- Coordinate all appropriate truckloads of Demountable Walls to designated site by the specified date.
- Receive and unload into designated site all truckloads of the Demountable Wall system.
- Inspect all products at the time of delivery of each shipment and report any discrepancies to the Project Manager. Note all damages and missing product and promptly file freight claims.
- In case of job site delays caused by parties other than KI which prevent scheduled deliveries of product, KI will hold shipment up to two weeks without additional charges. Cartage and/or storage expenses resulting from delays of more than two weeks will be the responsibility of the End User /General Contractor.



**Installation**

(KI's preference is to continue to manage the installation process and provide the End User one point of contact for all aspects of the demountable wall purchase.)

- Regulate installation costs. Installation is based on straight-time rates with no-charge access to unloading docks and elevators. All installation areas are to be free and clear of all trades prior to commencement of work.
- Schedule the exclusive use of the freight elevator in advance. Installer understands that non-scheduled use will be shared with other contractors on the job site. Any elevator costs will be the responsibility of the general contractor.
- Transfer of product to staging area(s).
- Unpack product and preassemble as required.
- Provide adequate personnel to meet installation requirements and necessary materials for protection of completed surfaces, walls, floors, etc.
- Install and erect the movable wall system to coincide with approved installation drawings.
- Remove all shipping materials daily. Installation crew is responsible for the hauling of all trash from the job site.
- Evaluate and correct any problem areas to ensure that products are compatible with function required.
- Repair and/or replace product in accordance with product warranty as required.
- Provide general clean up of installed Demountable Wall system including glass cleaning.
- Correct any punchlist items as noted prior to acceptance of installation.
- Promote harmonious relationship between various trade and labor groups involved with installation.

**Miscellaneous**

- All scheduling, receiving, and installation shall be under the direction of the construction project manager.
- Change orders to installation must be approved by the construction project manager prior to proceeding with the work, and must also be authorized by a signed Order Change Notice issued by the general contractor.
- As with all KI installations, work performed will be completed by a KI authorized subcontracted installation firm as agreed upon by the End User.





**LEED Submittals:** Detail Offeror's ability to submit product data for LEED accreditation.

o As part of the offering explain structural performance, millworks, fabrications, upholstery, decorative trim, cabinet hardware, interior finish materials, accessory components, etc. and additional information that will support your response to this offering.

KI explores product solutions that aid in the achievement of principles upheld by the Leadership in Energy and Environmental Design (LEED) Green Building Rating System, a priority program of the U.S. Green Building Council. Representing the furniture manufacturing industry, KI LEED Accredited Professionals—both corporate and field-based—work in cooperation with environmental professionals to examine how the company's product offerings embrace such critical areas as energy efficiency; human and environmental health; durability, performance and maintenance; embodied energy and pollution; resource limitation; and waste management.

We help customers leverage our product performance in the certification of their buildings through contributions to global and regional standards, including LEED® green building rating system, WELL Building Standard™ and BREEAM®.

#### **LEED Certification**

Materials and resources

Ergonomics

Social equity in the supply chain

Innovation in design

Low-emitting materials

KI products are tested to meet SCS Indoor Advantage™ certification through SCS Global Services. This certification is imperative for those looking to achieve LEED Certification – especially in educational institutions and healthcare facilities where improved air quality is becoming a requirement rather than an option.

#### **iv. Is pricing available for all products, services and solutions?**

Pricing have been provided for Demountable Wall systems products and all service solution. Please find the responses to Exhibit A under Tab 3 - Appendix D Exhibit A - H RESPONSE FOR NATIONAL COOPERATIVE CONTRACT.

#### **v. Include any labor and/or per diem rates.**

##### **i. Indicate standard hours, overtime, and after hour rates.**

KI Services rates for installation are \$101.75/hr regular time, \$152.63/hr OT, and \$203.50/hr double time. Being a National Account these reates may change depending upon location and service provider selected.



vi. **Describe ordering methods.**

Members have the ability to purchase direct through KI and choose those services and only those services that are key to their particular projects success.

KI also gives the members freedom to purchase through any of KI approved dealer partners and/or installation entities and is not limited to agencies owned or affiliated strictly with KI.

On the other hand, KI also has the ability to arrange all servicing logistics through a network of installers the company utilizes for on-site installation requirements. Each of these installation entities has proven warehousing, delivery and installation experience.

vii. **Describe any delivery/shipping charges and installation.**

- i. **Detail ancillary, freight costs and pricing for orders placed outside Continental US. Include Dock Delivery, Inside Delivery and Deliver/Installation.**

**FREIGHT AND DELIVERY**

KI reserves the right to select the “best way” shipment methods and means (including, but not limited to, determination of the carrier, method of shipment, and routing). Standard delivery shall be dock-to-dock delivery and shall occur Monday through Friday, 7:00 a.m. to 2:00 p.m. for truckload or 9:00a.m. to 5:00 p.m. for less than truckload or parcel. Products quoted as “Delivered Pricing” shall be “F.O.B. Origin,” and freight charges are based on shipments to the 48 U.S. contiguous states. For shipments destined to other U.S. states or foreign territories, delivery will be made to a prearranged port. Customer shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing.

**Drop Ship Orders (Dock Delivery)**

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

**Inside Delivery**

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

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



**Delivered & Installed**

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

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

ii. **What are the minimum requirements? Detail any minimums.**

KI does not require minimum quantities for orders.

viii. **Provide pricing for warranties on all products, parts, and services.**

KI does not charge for warranties.

**RIGHTS AND WARRANTIES**

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

ix. **Describe any return and restocking fees.**

**Returns**

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

x. **Describe any additional discounts, volume purchases, promotions, special manufacturer's offers, free good programs or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.**

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



xi. Describe how customers verify they are receiving Contract pricing.

Once contract award is received, KI will set up the new contract in our Contract database – Salesforce.com.

Each contract is given a unique number which is entered into KI's quoting tool. This unique number brings in all of the correct product discounting according to the contract. Each purchase order should have the awarded contract number listed on it for KI to reference and quoting.

**Salesforce.com Support System**

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

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

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

xii. Describe payment methods and terms offered.

**Payment Options and**

**Terms Payment Options:**

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

**Payment Terms:**

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

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

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

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



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

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

- xv. Describe any rental, leasing, or financing options.

### Leasing Options

*We understand furniture is an investment and that you want to be cost conscious when you leverage your capital. We offer a leasing program to help you align your financial goals with furniture procurement.*



#### WHY LEASE?

- *It's an extremely practical cost-effective way to acquire new furniture*
- *Documentation is simple*
- *Lease payment may be fully tax deductible*
- *Affordable monthly payments with terms as long as 60 months*

Leasing provides convenient payment terms and the option to purchase from a variety of plans. It's an excellent way to manage different assets under one agreement handled by National Cooperative Leasing, located in Alexandria, Minn.



National Cooperative Leasing  
Katie Vangsness  
T: 320.763.7600 Ext.1002  
M: 320.424.1264  
[kvangsness@lscfinancial.com](mailto:kvangsness@lscfinancial.com)  
[www.nationalcooperativeleasing.com](http://www.nationalcooperativeleasing.com)

#### ADDITIONAL CONTACT INFORMATION

Additional payment options may be available on a case-by-case basis.

To discuss, contact:

Guy Patzke, KI Director - Customer Financial Services & Compliance/Asst. Secretary

T: 920.468.2541

F: 920.468.2782

[Guy.patzke@ki.com](mailto:Guy.patzke@ki.com)



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

### **Order Processing and Tracking**

Your customer service representative will coordinate with you and the KI project team to generate a budget and timeline, finalize specifications and prepare forecasts. Manufacturing, shipping and installation are all prepared to move upon receipt of your purchase order. We process all orders received via fax or mail the same day.

### **ORDER STATUS ACCESS 24/7**

Order Status is conveniently located on the home page of [ki.com](http://ki.com) and provides 24/7/365 access to the status of your open orders from any web-enabled device. Simply click on the link to log in using your 6-digit KI order number or your purchase order (PO) number. Features include the following:

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

### **ORDER ACKNOWLEDGEMENT**

KI can send an EDI acknowledgement or a customer's order. Paper acknowledgement by fax or mail is also available. Order Status site allows customers to access up-to-the-minute status information 24/7/365.

### **LEAD TIME IMPROVEMENT AND ORDER EXPEDITING**

Your customer service representative will have all the information necessary to track shipments. KI receives electronic transmissions from freight carriers as soon as the truck pulls away from the KI dock. We can then provide delivery confirmation or real-time updates in the event of weather, traffic or other situations that may affect your project.

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

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



**Federal Funding Pricing**

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

**Disaster Recovery Program**

KI does not participate in the GSA's Disaster Recovery program.

If a purchase would be direct with FEMA or if it qualifies under KI's GSA Schedule, KI would only be able to provide our GSA pricing.

**KI's Disaster Recovery Program**

We've implemented a disaster recovery program for our corporate headquarters as well as each manufacturing facility. If an unexpected interruption to business occurs, this program gives us the ability to realign resources quickly within and across locations to minimize the impact on your order.

**EMPLOYEE READINESS**

Our employees work in a cellular manufacturing atmosphere and are cross-trained on a variety of manufacturing applications. In the event of a natural disaster or even uneven workloads, we can shift employees from their regular day-to-day duties to provide assistance in areas that need additional support. This proactive manufacturing approach means major disruptions do not pose an insurmountable challenge to workforce readiness.

**PLANT PREPAREDNESS**

Each manufacturing facility is ISO certified and vertically integrated, which minimizes our dependence upon outside vendors for materials to produce complete products. The structure also allows us to move manufacturing of specific products from one plant to another, if necessary.

**CUSTOMER ASSISTANCE**

Natural disasters and unforeseen events spurred us to think about how we can help in times of distress. We created a dedicated response team to help customers get back to business quickly. Examples include streamlining the order process and working to reduce lead times. A quick ship program delivers select products within five days of order placement. We also have the ability to manufacture bunkbeds and dressers for temporary housing use.



# ACCESSORIES PRICE LIST

KI Architectural Walls

NAME	ITEM #	SIZE	CAPACITY STEEL/VINYL/FABRIC	LIST PRICE
 <b>Magnetic Accessory Kit</b> Three magnetic accessories are available to use with magnetic markerboard (available in silver): 8 chrome magnets, 1 marker holder, 1 eraser	MB.Magnetkit.x			\$199
 <b>Magnetic Eraser</b> This 4.5" eraser is loaded with powerful neodymium magnets to ensure strong adhesion anywhere it is placed on the magnetic markerboard	MB.Eraser.x			\$28
 <b>Magnetic Marker Holder</b> Marker holder will stick and stay (markers not included)	MB.Mrkrholder.x			\$51
 <b>Magnetic Marker Adapter</b> <ul style="list-style-type: none"> <li>• Stick adapter to markerboard</li> <li>• Park markers by snapping to the adapter</li> <li>• Pack of 4 marker adapters</li> </ul>	MB.Mrkradpter.x			\$59
 <b>Magnetic Tackboard*</b> Fabric wrapped tackboard tile that magnetically adheres to Evoke or Genius panel shell <i>*Cannot be applied to upholstered (fabric or vinyl) shells.</i>	ETM/Tack/24x24/Fabric ETM/Tack/48x24/Fabric ETM/Tack/48x48/Fabric ETM/Tack/60x24/Fabric ETM/Tack/60x48/Fabric	24" x 24" 48" x 24" 48" x 48" 60" x 24" 60" x 48"		\$175 \$265 \$465 \$325 \$520
 <b>Magnetic Markerboard</b> <ul style="list-style-type: none"> <li>• Acrylic markerboard tile that magnetically adheres to Evoke or Genius panel shell</li> <li>• Once applied to the surface the markerboard becomes magnetic as well</li> </ul> <i>*Cannot be applied to upholstered (fabric or vinyl) shells.</i>	ETM/MB/24x24 ETM/MB/36x24 ETM/MB/48x24 ETM/MB/48x36 ETM/MB/48x48 ETM/MB/72x36 ETM/MB/72x48 ETM/MB/96x36 ETM/MB/96x48	24" x 24" 36" x 24" 48" x 24" 48" x 36" 48" x 48" 72" x 36" 72" x 48" 96" x 36" 96" x 48"		\$220 \$285 \$340 \$590 \$640 \$1020 \$1100 \$1200 \$1260
 <b>Magnetic Picture Hangers</b> <ul style="list-style-type: none"> <li>• Hang pictures</li> <li>• Calendars</li> <li>• Chart boards and other items anywhere on steel surfaces</li> <li>• Can be moved or relocated instantly</li> <li>• Magnetic backs will not damage walls</li> <li>• Satin nickel finish</li> </ul> <i>*Cannot be applied to upholstered (fabric or vinyl) shells.</i>	38.PH2.magnet.x 38.PH5.magnet.x 38.PH10magnet.x 38.PH15magnet.x 38.PH25magnet.x 38.PH50magnet.x	2" x 3" 2" x 6" 4" x 6" 6" x 6" 6" x 9" 6" x 18"	4.2 lb. / 0.8 lb. / 0.3 lb. 6 lb. / 1.2 lb. / 1 lb. 14.6 lb. / 5 lb. / 2.4 lb. 26.2 lb. / 7 lb. / 3.9 lb. 34.1 lb. / 13.1 lb. / 7.8 lb. 51.5 lb. / 19 lb. / 10.4 lb.	\$8 \$12 \$17 \$25 \$34 \$55





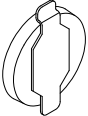

Note: Due to varying backer types and thickness of vinyl and fabric, use of magnetic accessories on upholstered surfaces is not recommended. Walls covered in fabric or vinyl will significantly reduce the magnetic holding power.

Minimum order is \$50.00 net. Leadtime is three to four weeks. Prices do **not** include freight.



# ACCESSORIES PRICE LIST

KI Architectural Walls

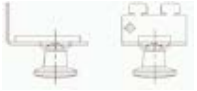

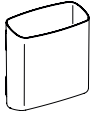


NAME	ITEM #	SIZE	CAPACITY STEEL/VINYL/FABRIC	LIST PRICE
 <b>Magnetic Hooks for Coats, Hats &amp; Handbags</b> <ul style="list-style-type: none"> <li>Two-hook design holds up to 10 lb.</li> <li>Single-hook design holds 5 lb.</li> <li>Hang coats, jackets, and hats from any steel surface or handbags from desk wells</li> </ul>	38.CHH10.magnet 38.HBH5magnet.x	4" x 6" 2" x 6"	2-hook – 10 lb. 1-hook – 5 lb.	\$35 \$35
 <b>3-in-1 Combination Holder</b> <ul style="list-style-type: none"> <li>Cord holder: keeps electrical/telephone cords off the floor &amp; out of the way</li> <li>Note holder</li> <li>Pen holder</li> </ul>	38.NHCI magnet.x	1-1/8" x 2"		\$12
 <b>Versatile Accessory Tray</b> <ul style="list-style-type: none"> <li>Handy tray clings securely to steel chalkboards, cabinets and all steel surfaces</li> <li>Hold erasers, chalk, pens, etc.</li> <li>Also makes a clever display shelf</li> </ul>	38.MCT20.magnet	20" x 3"		\$57
 <b>Magnetic Double Coat Hook</b> Painted Black Pearl Metallic A009	WM00305			\$134
 <b>Magnetic Coat Hook/Door Stop</b>	SWMDS.Color			\$61
 <b>Magnetic Picture Hook</b> Painted Jet Black P139	ZG03768			\$62
 <b>Magnetic Tray</b> 16" Anodized Magnetic Tray	MB.TRAY			\$33
 <b>Markerboard Tray with Markers &amp; Eraser</b> 16" Anodized magnetic tray with 4 markers and eraser	MB.MARKERKIT			\$64
 <b>Picture Hook</b> For use with Genius Wall	90.0160.BL.x (Black)			\$6

Note: Due to varying backer types and thickness of vinyl and fabric, use of magnetic accessories on upholstered surfaces is not recommended. Walls covered in fabric or vinyl will significantly reduce the magnetic holding power.

Minimum order is \$50.00 net. Leadtime is three to four weeks. Prices do **not** include freight.

# ACCESSORIES PRICE LIST

KI Architectural Walls

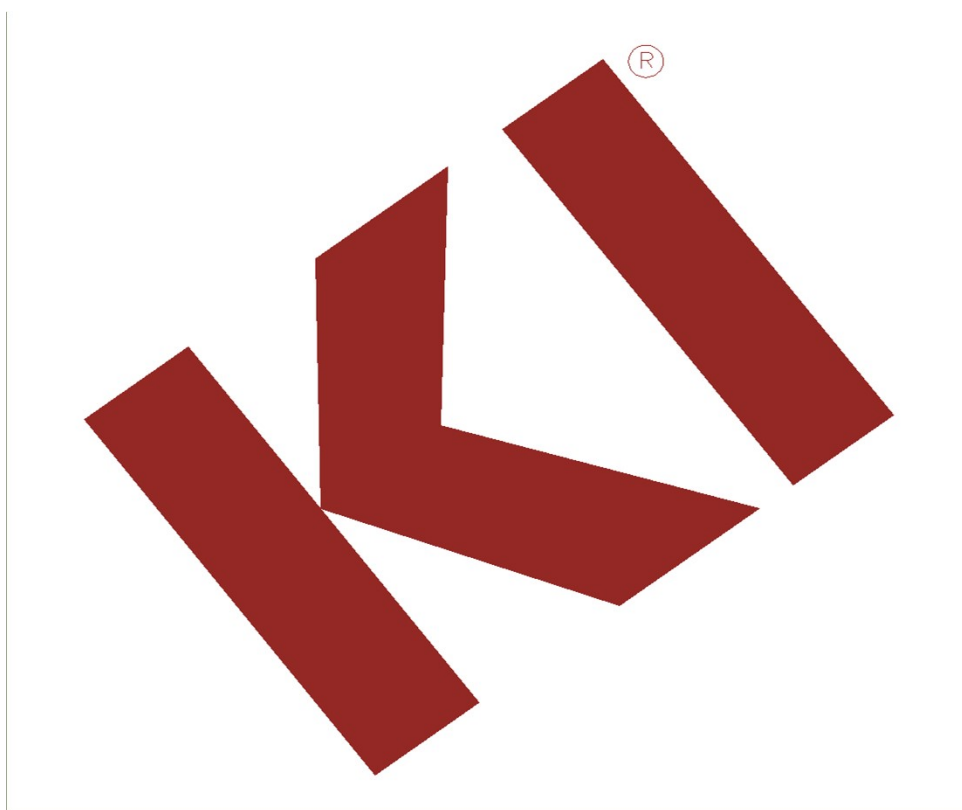
NAME	ITEM #	SIZE	CAPACITY STEEL/VINYL/FABRIC	LIST PRICE
 <b>Coat Hook #2</b> For use with Genius Wall	W900187			\$30
 <b>Binder Bin</b>	TSMABB			\$41
 <b>File Bin</b>	TSMAFB			\$26
 <b>Low Bin</b>	TSMALB			\$18
 <b>Pencil Cup</b>	TSMAPC			\$13
 <b>Shelf</b>	TSMAS			\$20

*Note: Due to varying backer types and thickness of vinyl and fabric, use of magnetic accessories on upholstered surfaces is not recommended.  
Walls covered in fabric or vinyl will significantly reduce the magnetic holding power.*

Minimum order is \$50.00 net. Leadtime is three to four weeks. Prices do **not** include freight.

---

*2022 EVOKE PRICE LIST*



---

*EVOKE*

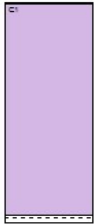
---

## SOLID PANELS

### LIST PRICE PER PANEL

Product No.

Module



#### CEILING HEIGHT UP TO 9'0"

E11/48/108/C1	43" - 48"	\$2,854.57
E11/42/108/C1	37" - 42"	\$2,752.54
E11/36/108/C1	31" - 36"	\$2,737.11
E11/30/108/C1	25" - 30"	\$2,693.32
E11/24/108/C1	19" - 24"	\$2,585.24
E11/18/108/C1	13" - 18"	\$2,127.36
E11/12/108/C1	8" - 12"	\$1,863.82



#### CEILING HEIGHT UP TO 10'0"

E11/48/120/C1	43" - 48"	\$3,031.56
E11/42/120/C1	37" - 42"	\$2,928.65
E11/36/120/C1	31" - 36"	\$2,911.87
E11/30/120/C1	25" - 30"	\$2,867.21
E11/24/120/C1	19" - 24"	\$2,740.97
E11/18/120/C1	13" - 18"	\$2,211.61
E11/12/120/C1	8" - 12"	\$1,939.37

---

### SPECIFICATIONS:

For actual panel sizes in between the above modules, use the price of the next highest standard module.

Prices are for the complete panel, including base, ceiling channel and trim.

Prices do not include any corner, 3-way or wall post connections. Refer to page 3 for pricing.

### FINISHES:

Panel Shell: Standard KI Powdercoat Colors

Ceiling Trim & Base covers: KI Standard Powdercoat Colors

## COMPONENTS

### CEILING HEIGHT UP TO 9'0"

### LIST PRICE PER COMPONENT

Product No.	Description	
EDP3/C1	Evoke 3-Way Post	\$571.60
EDP4/C1	Evoke 4-Way Post	\$470.36
EDPC/C1	Evoke Corner Post	\$486.52
EDPE1/C1	Evoke End Post	\$335.72
EFG	Evoke Wall Start Gasket	\$11.99
EDL3/C1	Evoke to Lightline 3-Way Post	\$529.76
EDLC/C1	Evoke to Lightline Corner Post	\$370.34
EDLI/C1	Evoke to Lightline Inline Post	\$357.35
EF1/C1	Evoke Filler Panel	\$2,834.72
UCON	Universal Connectors Milled	\$54.09

**FINISHES:** KI Standard Powdercoat Colors

### UPCHARGE - LIST PRICE PER PANEL

OPTIONS:		
	Erasable Steel Markerboard Shell	\$143.60
	Single Duplex Electrical Box w/ Conduit	\$734.75
	Double Duplex Electrical Box w/ Conduit	\$736.98
	Single Data Box w/ Conduit	\$734.75
	Lightswitch Electrical Box w/ Conduit in Panel Shell	\$734.75

### Terms of Sale

All prices are valid through December 31, 2022

Prices do not include sales or any other taxes, storage or insurance charges, or charges for special packing, handling and transportation methods required by the customer.

Payment terms are net 30 days.

### Sales Policy

Possession of this price list does not constitute authority to purchase and/or sell products contained herein.

### Acknowledgements

Every order is acknowledged. Orders will be manufactured and invoiced based upon the information on the acknowledgement. If there is any discrepancy, please notify KI immediately. Orders are accepted by KI per terms of the acknowledgement.

### Change Orders or Cancellations

Orders entered and acknowledged cannot be changed without KI's consent. Revisions to the order quantity or the product specifications may be acceptable provided they occur before the order is processed for material purchases and production. For changes or cancellations after manufacturing has started, the customer is responsible for all costs incurred, up to 100% of the order value.

### Installation

Installation is not included.

### Freight Terms

Freight terms are F.O.B. New York, NY and based on full truck load quantities (approximately 320 LNF). Less than full truck loads will be subject to additional freight charges. Less than 10 panel orders will be subject to a \$275.00 crating charge. Loads delivering to New York City will be subject to additional charges. KI reserves the rights to select the "best way" shipping method and means.

### Shipment Damage or Shortage

All merchandise is packed to comply with carrier requirements. All shipments should be carefully inspected by the consignee before acceptance, and the delivering carrier should be requested to record any damage or shortage.

If further damage is found after delivery, immediate inspection by the delivering carrier should be requested. Notification of concealed damages must be made to the delivering carrier within 15 days after delivery of the merchandise. Carrier liability ceases after 15 days.

In addition to being noted on the carrier bill of lading, any shortage must be reported in writing to KI within 3 days of receipt of shipment. Claims for missing materials cannot be honored after that time period.

## TERMS & CONDITIONS

### Warranty

Subject to the limitations set forth below, KI warrants the Evoke Wall panels, glazed units, door frames and related components to be without defects in material or workmanship for a period of five (10) years from the date of delivery. Wood veneer wrapped parts shall be without defects in material or workmanship for a period of five (5) years from the date of delivery. During this warranty period, KI will repair or replace, at KI's exclusive option, alleged defective merchandise. Wood doors are warranted for (10) years from the date of installation, subject to the manufacturer's instructions and exclusions.

This warranty does not cover defects or damage resulting from accidents, misuse, improper installation and relocation methods or transfer to storage. Vinyl and textile wall coverings, plastic laminates, and wood veneer finishes are not warranted against fading or wearing, or if improperly cleaned or treated by the customer or by others.

The warranty provided in this policy extends only to the KI customer which is defined as the purchaser of products initially and directly from KI or authorized KI dealers. The warranty does not extend to any third party that obtains, acquires or purchases KI products from a KI customer.

KI makes no other warranty with regard to any item manufactured by it, whether express or implied.

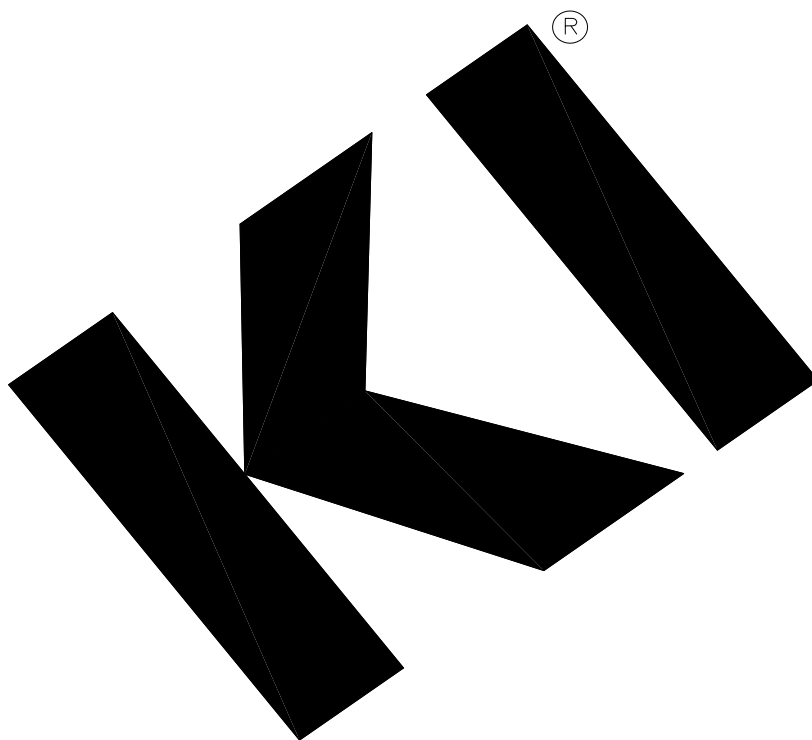
All inquiries and correspondence should be directed to:

KI - Architectural Walls  
1330 Bellevue Street  
Green Bay, WI 54302

Phone: (920) 468-2754  
Fax: (920) 468-2743  
Telex: TWX-910-263-1288

---

*2022 GENIUS PRICE LIST*



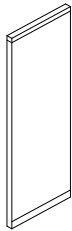
---

*Genius Wall*

## SOLID PANELS

### CEILING HEIGHT UP TO 9'0"

### LIST PRICE PER PANEL



Product No.	Module	Finish	
		Powdercoat	Fabric
Q11/60/108	55" - 60"	\$3,462.68	\$3,427.51
Q11/54/108	49" - 54"	\$3,449.10	\$3,413.93
Q11/48/108	43" - 48"	\$2,914.00	\$3,058.78
Q11/42/108	37" - 42"	\$2,800.61	\$2,945.39
Q11/36/108	31" - 36"	\$2,760.78	\$2,905.56
Q11/30/108	25" - 30"	\$2,670.61	\$2,815.39
Q11/24/108	19" - 24"	\$2,127.73	\$2,270.05
Q11/18/108	13" - 18"	\$2,070.11	\$2,212.43
Q11/12/108	7" - 12"	\$1,745.70	\$1,988.76

### CEILING HEIGHT UP TO 10'0"



Q11/60/120	55" - 60"	\$3,549.85	\$3,559.87
Q11/54/120	49" - 54"	\$3,535.30	\$3,545.33
Q11/48/120	43" - 48"	\$3,091.31	\$3,245.29
Q11/42/120	37" - 42"	\$2,976.95	\$3,130.93
Q11/36/120	31" - 36"	\$2,936.16	\$3,090.14
Q11/30/120	25" - 30"	\$2,835.17	\$2,989.15
Q11/24/120	19" - 24"	\$2,238.66	\$2,385.58
Q11/18/120	13" - 18"	\$2,175.68	\$2,322.59
Q11/12/120	7" - 12"	\$1,816.68	\$2,073.34

### SPECIFICATIONS:

For actual panel sizes in between the above modules, use the price of the next highest standard module.

Prices are for the complete panel, including base, ceiling channel and recessed connectors.

Prices do not include any corner, 3-way or wall post connections. Refer to page 6 for pricing.

### FINISHES:

Paint: Standard KI Genius powdercoat colors

Fabric: KI Grade 1

Ceiling Trim & Base covers: KI Genius Standard Powdercoat colors

Recessed Panel Connectors: KI Genius Standard Colors



---

## GLASS PANELS

### CEILING HEIGHT UP TO 9'0"

### LIST PRICE PER PANEL



Product No.	Module	
XF/60/108	55" - 60"	\$2,324.37
XF/54/108	49" - 54"	\$2,262.47
XF/48/108	43" - 48"	\$2,097.58
XF/42/108	37" - 42"	\$1,935.85
XF/36/108	31" - 36"	\$1,841.78
XF/30/108	25" - 30"	\$1,748.97
XF/24/108	19" - 24"	\$1,655.56
XF/18/108	13" - 18"	\$1,568.60
XF/12/108	9" - 12"	\$1,478.24
XF/08/108	7" - 8"	\$1,429.82

### CEILING HEIGHT UP TO 10'0"



XF/60/120	55" - 60"	\$2,433.90
XF/54/120	49" - 54"	\$2,365.13
XF/48/120	43" - 48"	\$2,193.37
XF/42/120	37" - 42"	\$2,059.35
XF/36/120	31" - 36"	\$1,923.80
XF/30/120	25" - 30"	\$1,824.12
XF/24/120	19" - 24"	\$1,723.83
XF/18/120	13" - 18"	\$1,630.00
XF/12/120	9" - 12"	\$1,532.76
XF/08/120	7" - 8"	\$1,479.75

---

### SPECIFICATIONS:

For actual panel sizes in between the above modules, use the price of the next highest standard module.

Prices are for the complete panel, including base, ceiling channel and recessed connectors.

Prices do not include any corner, 3-way or wall post connections. Refer to page 6 for pricing.

### FINISHES:

Glass: 1/4" Clear Tempered Glass

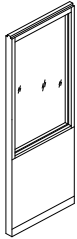
Ceiling Trim & Base covers: KI Genius Standard Powdercoat colors

Recessed Panel Connectors: KI Genius Standard Colors

## SOLID/GLASS PANELS

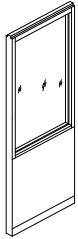
### CEILING HEIGHT UP TO 9'0"

### LIST PRICE PER PANEL



Product No.	Module	Finish	
		Powdercoat	Fabric
QX/60/108	55" - 60"	\$3,511.95	\$3,567.18
QX/54/108	49" - 54"	\$3,461.56	\$3,516.79
QX/48/108	43" - 48"	\$3,076.77	\$3,221.98
QX/42/108	37" - 42"	\$2,926.55	\$3,071.75
QX/36/108	31" - 36"	\$2,834.30	\$2,979.50
QX/30/108	25" - 30"	\$2,727.46	\$2,872.66
QX/24/108	19" - 24"	\$2,393.28	\$2,535.84
QX/18/108	13" - 18"	\$2,304.14	\$2,446.70
QX/12/108	9" - 12"	\$2,079.73	\$2,272.66
QX/08/108	7" - 8"	\$2,034.25	\$2,227.18

### CEILING HEIGHT UP TO 10'0"



QX/60/120	55" - 60"	\$4,376.85	\$4,209.87
QX/54/120	49" - 54"	\$4,328.64	\$4,161.66
QX/48/120	43" - 48"	\$3,740.73	\$3,753.70
QX/42/120	37" - 42"	\$3,592.69	\$3,605.66
QX/36/120	31" - 36"	\$3,502.61	\$3,515.58
QX/30/120	25" - 30"	\$3,388.10	\$3,401.07
QX/24/120	19" - 24"	\$2,810.98	\$2,887.40
QX/18/120	13" - 18"	\$2,719.63	\$2,796.05
QX/12/120	9" - 12"	\$2,367.54	\$2,544.70
QX/08/120	7" - 8"	\$2,323.52	\$2,500.68

### SPECIFICATIONS:

For actual panel sizes in between the above modules, use the price of the next highest standard module.

Prices are for the complete panel, including base, ceiling channel and recessed connectors.

Prices do not include any corner, 3-way or wall post connections. Refer to page 6 for pricing.

### FINISHES:

Glass: 1/4" Clear Tempered Glass

Paint: Standard KI Genius powdercoat colors

Fabric: KI Grade 1

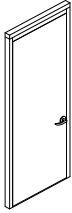
Ceiling Trim & Base covers: KI Genius Standard Powdercoat colors

Recessed Panel Connectors: KI Genius Standard Colors

## DOOR UNITS

### FULL-HEIGHT DOORS

### LIST PRICE PER DOOR UNIT



Product No.

YPF/41/108

9' Ceiling Height

\$7,585.62

YPF/41/120

10' Ceiling Height

\$9,024.95

### TRANSOM-HEIGHT DOORS - 1/4" Clear Tempered Glass



Product No.

YPT/41/108

9' Ceiling Height

\$6,870.97

YPT/41/120

10' Ceiling Height

\$6,958.15

### SPECIFICATIONS:

Prices are for the complete door unit, including the frame, wood door leaf, pivot hardware, reversible strike plate and factory mortising for lock or passage sets provided by others. Refer to page 6 for optional hardware.  
Doors are 1 3/4" thick solid core bullnose pivot-hung.

### FINISHES:

Door Leaf Veneer: Walnut, Flat Cut

Door Leaf Finish: Clear Factory Finish

Door Frames: KI Genius standard Powdercoat colors

Recessed Panel Connectors: KI Genius Standard Colors

## COMPONENTS & HARDWARE

### CEILING HEIGHT UP TO 10'0"

### LIST PRICE PER COMPONENT

Product No.	Description	
GWP4	Wall Post, standard	\$797.29
GFMC	Corner Post, standard	\$467.86
GFM2	2-way Post, furniture module	\$462.13
GFM3	3-way Post, furniture module	\$537.76
GFM4	4-way Post, furniture module	\$530.60
BME	End Post	\$320.54

#### Optional Hardware:

38.13.3998	Schlage ALX10 Rhodes Passage Set	\$492.87
38.13.4004	Schlage ALX50P6 Rhodes Lock Set	\$648.52
38.13.4025	Ives #61-92, base mount	\$7.22
38.13.4028	Ives #436 US26D, floor mount	\$14.13

#### Optional Electrical:

LSP	Lightswitch post next to door frame	\$506.50
GHBC	Box, Cutout, Conduit	\$305.00

### Terms of Sale

All prices are valid through December 31, 2022

Prices do not include sales or any other taxes, storage or insurance charges, or charges for special packing, handling and transportation methods required by the customer.

Payment terms are net 30 days.

### Sales Policy

Possession of this price list does not constitute authority to purchase and/or sell products contained herein.

### Acknowledgements

Every order is acknowledged. Orders will be manufactured and invoiced based upon the information on the acknowledgement. If there is any discrepancy, please notify KI immediately. Orders are accepted by KI per terms of the acknowledgement.

### Change Orders or Cancellations

Orders entered and acknowledged cannot be changed without KI's consent. Revisions to the order quantity or the product specifications may be acceptable provided they occur before the order is processed for material purchases and production. For changes or cancellations after manufacturing has started, the customer is responsible for all costs incurred, up to 100% of the order value.

### Installation

Installation is not included.

### Freight Terms

Freight terms are F.O.B. New York, NY and based on full truck load quantities (approximately 320 LNF). Less than full truck loads will be subject to additional freight charges. Less than 10 panel orders will be subject to a \$275.00 crating charge. Loads delivering to New York City will be subject to additional charges. KI reserves the rights to select the "best way" shipping method and means.

### Shipment Damage or Shortage

All merchandise is packed to comply with carrier requirements. All shipments should be carefully inspected by the consignee before acceptance, and the delivering carrier should be requested to record any damage or shortage.

If further damage is found after delivery, immediate inspection by the delivering carrier should be requested. Notification of concealed damages must be made to the delivering carrier within 15 days after delivery of the merchandise. Carrier liability ceases after 15 days.

In addition to being noted on the carrier bill of lading, any shortage must be reported in writing to KI within 3 days of receipt of shipment. Claims for missing materials cannot be honored after that time period.

## TERMS & CONDITIONS

### Warranty

Subject to the limitations set forth below, KI warrants the Genius Wall panels, glazed units, door frames and related components to be without defects in material or workmanship for a period of five (10) years from the date of delivery. Wood veneer wrapped parts shall be without defects in material or workmanship for a period of five (5) years from the date of delivery. During this warranty period, KI will repair or replace, at KI's exclusive option, alleged defective merchandise. Wood doors are warranted for (10) years from the date of installation, subject to the manufacturer's instructions and exclusions.

This warranty does not cover defects or damage resulting from accidents, misuse, improper installation and relocation methods or transfer to storage. Vinyl and textile wall coverings, plastic laminates, and wood veneer finishes are not warranted against fading or wearing, or if improperly cleaned or treated by the customer or by others.

The warranty provided in this policy extends only to the KI customer which is defined as the purchaser of products initially and directly from KI or authorized KI dealers. The warranty does not extend to any third party that obtains, acquires or purchases KI products from a KI customer.

KI makes no other warranty with regard to any item manufactured by it, whether express or implied.

All inquiries and correspondence should be directed to:

KI - Architectural Walls  
1330 Bellevue Street  
Green Bay, WI 54302

Phone: (920) 468-2754  
Fax: (920) 468-2743  
Telex: TWX-910-263-1288

---

2022 LIGHTLINE PRICE LIST



---

LIGHTLINE

---

## GLASS PANELS

### CEILING HEIGHT UP TO 9'0"

### LIST PRICE PER PANEL

Product No.          Module

#### Standard Glass Panels



NBG/48/108	43" - 48"	\$2,546.73
NBG/42/108	37" - 42"	\$2,423.34
NBG/36/108	31" - 36"	\$1,989.89
NBG/30/108	25" - 30"	\$1,865.19
NBG/24/108	19" - 24"	\$1,719.36
NBG/18/108	13" - 18"	\$1,595.97
NBG/12/108	12"	\$1,469.83

### CEILING HEIGHT UP TO 10'0"



NBG/48/120	43" - 48"	\$2,674.89
NBG/42/120	37" - 42"	\$2,537.38
NBG/36/120	31" - 36"	\$2,089.81
NBG/30/120	25" - 30"	\$1,950.99
NBG/24/120	19" - 24"	\$1,791.05
NBG/18/120	13" - 18"	\$1,653.54
NBG/12/120	12"	\$1,513.28

---

### SPECIFICATIONS:

For actual panel sizes in between the above modules, use the price of the next highest standard module.

Prices are for the complete panel, including base, ceiling channel and dry seal glazing gaskets.

Prices do not include any corner, 3-way or wall post connections. Refer to page 3 for pricing.

### FINISHES:

Glass: 1/2" Clear Tempered Glass

Ceiling Trim & Base covers: KI Lightline Standard Powdercoat colors

## DOOR UNITS

### LIST PRICE PER DOOR UNIT



#### GLASS PIVOT DOORS

FULL-HEIGHT UP TO 108" CEILING HEIGHT  
LUP/108/43.5/GLAS/C1

\$6,183.70

FULL-HEIGHT UP TO 120" CEILING HEIGHT  
LUP/120/43.5/GLAS/C1

\$7,016.57



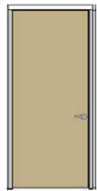
#### GLASS SLIDING DOORS

FULL-HEIGHT UP TO 108" CEILING HEIGHT  
LUS/108/43.5/GLAS/C1

\$7,773.21

FULL-HEIGHT UP TO 120" CEILING HEIGHT  
LUS/120/43.5/GLAS/C1

\$7,883.98



#### WOOD PIVOT DOORS

FULL-HEIGHT UP TO 108" CEILING HEIGHT  
LUP/108/43.5/WOOD/C1

\$8,959.50

FULL-HEIGHT UP TO 120" CEILING HEIGHT  
LUP/120/43.5/WOOD/C1

\$11,056.00



#### WOOD SLIDING DOORS

FULL-HEIGHT UP TO 108" CEILING HEIGHT  
LUS/108/43.5/WOOD/C1

\$10,913.86

FULL-HEIGHT UP TO 120" CEILING HEIGHT  
LUS/120/43.5/WOOD/C1

\$13,009.29

#### SPECIFICATIONS:

Prices are for the complete door unit, including the frame, door leaf, all pivot & sliding hardware, and factory mortising with locksets.

Glass doors are 1/2" tempered glass.

Wood doors are 1 3/4" thick solid core bullnose pivot-hung.

#### FINISHES:

Glass Door Leaf: 1/2" Clear Tempered Glass

Wood Door Leaf Veneer: Walnut, Flat Cut. Clear Factory Finish

Door Frames: KI Genius Standard Powdercoat Colors

#### HARDWARE:

Glass Pivot Door - Schlage ALX50P6 626 Lockset. Ives FS436 Stop. Pivot Hinges.

Glass Sliding Door - Forms & Surfaces DT611-12"-US32D Pulls. Soft Stop Sliding Mechanism. KI Lock.

Wood Pivot Door - Schlage ALX50P6 626 Lockset. Ives FS436 Stop. Pivot Hinges.

Wood Sliding Door - Forms & Surfaces DT611-12"-US32D Pulls. Soft Stop Sliding Mechanism. KI Lock.



## COMPONENTS

### CEILING HEIGHT UP TO 9'0"

### LIST PRICE PER COMPONENT

Product No.	Description	
PWST/C1	Starter Wallpost	\$375.79
PWP2/C1	Starter U-Channel	\$268.79
PLEP/C1	End Post	\$278.33
PAWSP/45/C1	Angled Wall Start Post	\$799.39
PGPT/C1	Lightline to Genius Inline Post	\$172.73
EDPCL/C1	Universal Post - Lightline Demising	\$406.23
EDPGC/C1	Universal Post - Genius Demising	\$371.77
EDPDC/C1	Universal Post - Drywall Demising	\$784.88

### FINISHES:

KI Lightline Standard Powdercoat colors

### Terms of Sale

All prices are valid through December 31, 2022

Prices do not include sales or any other taxes, storage or insurance charges, or charges for special packing, handling and transportation methods required by the customer.

Payment terms are net 30 days.

### Sales Policy

Possession of this price list does not constitute authority to purchase and/or sell products contained herein.

### Acknowledgements

Every order is acknowledged. Orders will be manufactured and invoiced based upon the information on the acknowledgement. If there is any discrepancy, please notify KI immediately. Orders are accepted by KI per terms of the acknowledgement.

### Change Orders or Cancellations

Orders entered and acknowledged cannot be changed without KI's consent. Revisions to the order quantity or the product specifications may be acceptable provided they occur before the order is processed for material purchases and production. For changes or cancellations after manufacturing has started, the customer is responsible for all costs incurred, up to 100% of the order value.

### Installation

Installation is not included.

### Freight Terms

Freight terms are F.O.B. New York, NY and based on full truck load quantities (approximately 320 LNF). Less than full truck loads will be subject to additional freight charges. Less than 10 panel orders will be subject to a \$275.00 crating charge. Loads delivering to New York City will be subject to additional charges. KI reserves the rights to select the "best way" shipping method and means.

### Shipment Damage or Shortage

All merchandise is packed to comply with carrier requirements. All shipments should be carefully inspected by the consignee before acceptance, and the delivering carrier should be requested to record any damage or shortage.

If further damage is found after delivery, immediate inspection by the delivering carrier should be requested. Notification of concealed damages must be made to the delivering carrier within 15 days after delivery of the merchandise. Carrier liability ceases after 15 days.

In addition to being noted on the carrier bill of lading, any shortage must be reported in writing to KI within 3 days of receipt of shipment. Claims for missing materials cannot be honored after that time period.

## TERMS & CONDITIONS

### Warranty

Subject to the limitations set forth below, KI warrants the Architectural Wall panels, glazed units, door frames and related components to be without defects in material or workmanship for a period of five (10) years from the date of delivery. Wood veneer wrapped parts shall be without defects in material or workmanship for a period of five (5) years from the date of delivery. During this warranty period, KI will repair or replace, at KI's exclusive option, alleged defective merchandise. Wood doors are warranted for (10) years from the date of installation, subject to the manufacturer's instructions and exclusions.

This warranty does not cover defects or damage resulting from accidents, misuse, improper installation and relocation methods or transfer to storage. Vinyl and textile wall coverings, plastic laminates, and wood veneer finishes are not warranted against fading or wearing, or if improperly cleaned or treated by the customer or by others.

The warranty provided in this policy extends only to the KI customer which is defined as the purchaser of products initially and directly from KI or authorized KI dealers. The warranty does not extend to any third party that obtains, acquires or purchases KI products from a KI customer.

KI makes no other warranty with regard to any item manufactured by it, whether express or implied.

All inquiries and correspondence should be directed to:

KI - Architectural Walls  
1330 Bellevue Street  
Green Bay, WI 54302

Phone: (920) 468-2754  
Fax: (920) 468-2743  
Telex: TWX-910-263-1288

## PPA ATTACHMENT D



### **Requirements for National Cooperative Contract To Be Administered by OMNIA Partners**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

## Exhibit A

### Response for National Cooperative Contract

---

#### 1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

#### 1.1 Requirement

The Region 4 ESC (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for ~~ergonomic workplace solutions~~. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including 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”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## **1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an Administrative Fee of ~~3~~2% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

### **1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$15 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### **1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

## **1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's ~~primary~~ go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## **2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### **2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's ~~primary~~ "go to market" strategy for Public Agencies, (3) the

Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. 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 Support

MARK WALDECKER | Corporate Accounts / K-12 Dealer Development Manager

P: 920.406.3508 | M: 920.327.0195 | E: mark.waldecker@ki.com | ki.com

National Account Manager

PATRICK WELCH | Regional VP - Western • Sales Administration

P: 415.252.0943 | M: 415.471.6339 | E: patrick.welch@ki.com | ki.com

## **2.2 Pricing Commitment**

Supplier commits the not-to-exceed pricing provided under the Master Agreement ~~pricing is its lowest~~ available (net to buyer) to Public Agencies nationwide **based on the Master Agreements specific requirements which include the negotiated terms and conditions** and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

## **2.3 Sales Commitment**

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



### 3.0 SUPPLIER RESPONSE

#### 3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

##### Who We Are

At KI, we believe knowing our customers helps us serve you better. So we listen, observe and develop an understanding of your unique needs. Nothing gives us more satisfaction than helping you make smart furniture decisions.

##### OUR FOUNDATION

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

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

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

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

##### Contract furniture solutions for any environment

KI, a contract furniture company, manufactures innovative furniture and movable wall system solutions for educational, university, business and government markets. With corporate headquarters in Green Bay, Wisconsin, KI is fully established throughout the United States.

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

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

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



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

**KI Sales Representatives - 206 total**

**Locations**

**Eastern Region (Region 1)**

Pennsylvania, W. Virginia,  
Southern New Jersey,  
Northern Delaware - 17

Massachusetts, Connecticut,  
Rhode Island - 10

Mid-Atlantic - 10

New York - 9

Carolinas - 10

Florida - 8

Georgia - 10

**Central Region (Region 2)**

Indiana - 6

Kentucky - 6

North Texas - 7

South Texas - 9

Mississippi, Louisiana,  
Arkansas, SW Tennessee - 8

Oklahoma - 4

Wisconsin, Iowa, Nebraska,  
Northern Michigan - 7

Michigan - 6

Northern Illinois - 9

Ohio - 7

**Western Region (Region 3)**

Washington, Oregon, Alaska,  
Idaho, Montana - 23

Arizona, New Mexico, Las  
Vegas, El Paso - 3

Colorado, Wyoming, Southern  
Nevada - 3

Minnesota, North Dakota,  
South Dakota - 4

Southern California - 11

Northern California, Northern  
Nevada, Hawaii, Guam, Pac  
Rim - 11

Missouri, Kansas, S. Illinois - 8

**SHOWROOMS**

**Eastern Region**

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

**Central Region**

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

**Western Region**

Denver, CO  
Los Angeles, CA  
Phoenix, AZ  
San Francisco, CA

**Find Us**

<https://www.ki.com/about/find-us/>



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

KI has staff support; customer service staff, sales representatives both field and internal, quoting, project coordinators and data entry specialists that will actively market and work directly with the Region 4 ESC purchasing program. Overviews of those areas are indicated below:

KI employs more than 100 Project and Services Coordinators and Inside Sales support located at the company's corporate headquarters in Green Bay, Wisconsin. These customer service agents interface with design/engineering, manufacturing and logistic departments to handle customer concerns and issues.

**CORPORATE HEADQUARTERS**

Green Bay, Wis. Employees: 659



**Inside Sales Support** - KI has a dedicated Inside Sales Support area that work within a specific region to support customers, clients and sales representatives. This area includes actively marketing KI's product offering throughout their designated region. This support may include but not limited to:

- Directly contacting customers or potential customers.
- Assisting in evaluating a need and offering KI solutions.

**Corporate Project and Service Coordinators and other Support Teams** - When a customer places a call to the KI customer service departments, a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible and adheres to four-hour response timeframe.

- **Customer Service Agents** are assigned to provide support and include the responsibility for handling all aspects of daily project coordination. The primary team contacts are based on expertise and are available to Region 4 ESC member's account throughout their partnership with KI.
- Many of KI's direct and independent Sales office locations have on site field support and CAD.
- **Customer Service Team Manager** provides additional support in the overall coordination of an account's specific needs including designation of resources and project coordination logistics. This includes monitoring accounts from implementation to completion as well as any post project activity.
- **KI Corporate Services** - KI Corporate Services team supports KI projects nationwide and has been in service for over 25 years. KI has taken a great deal of pride in the fact that we will install and support one (1) workstation through the project management cycle and follow up the same way we would a 1000 workstation project. KI Corporate Services has never turned down an installation project. KI Corporate Services is intended to support KI customers wherever that need may be.

**D. Annual sales for the three previous fiscal years. Submit FEIN and Dunn & Bradstreet report.**

2019 - \$671,815,000  
 2020 - \$567,267,000  
 2021 - \$638,173,000

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

Please find the D&B Report attached for your review.



## LIVE REPORT

**KRUEGER INTERNATIONAL, INC.**

Tradestyle(s): KI

ACTIVE **UNADJUSTED****D-U-N-S** 03-267-2651**Number:****Phone:** +1 920 468 8100**Address:** 1330 Bellevue St, Green Bay, WI, 54302, United States Of America**Web:** [www.ki.com](http://www.ki.com)**Endorsement:** [jennifer.baugnet@ki.com](mailto:jennifer.baugnet@ki.com)**Exclude****from****Portfolio****Insight:**

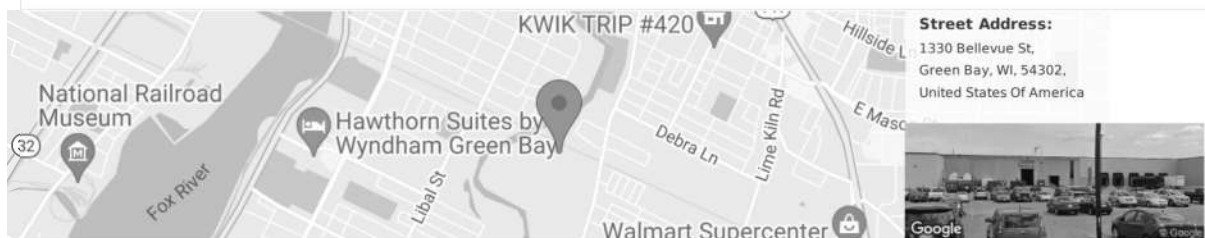
## Summary

**KEY DATA ELEMENTS** (Formerly: SCORE BAR)

KDE Name		Current Status	Details
<b>D&amp;B Rating</b>		<b>1R4</b>	1R indicates 10 or more Employees, Credit appraisal of 4 is limited
<b>PAYDEX®</b>	↑	<b>68</b>	17 days beyond terms
<b>Delinquency Score Class</b>	↑	<b>2</b>	Low to Moderate Risk of severe payment delinquency
<b>Failure Score Class</b>	↓	<b>4</b>	Moderate to High Risk of severe financial stress
<b>Net Worth</b>		UNAVAILABLE	
<b>Current Ratio</b>		<b>1.2</b>	Source: DNB, FISCAL, 12-31-2017
<b>SIC Code - 4 Digit</b>		<b>5712</b>	Furniture stores
<b>High Credit - Average</b>		<b>61,568.00</b>	Average High Credit for payment experiences reported to D&B.

**COMPANY PROFILE** ⓘ

<b>D-U-N-S</b> 03-267-2651	<b>Mailing Address</b> UNITED STATES	<b>Employees</b> 2,300 (500-600 here)
<b>Legal Form</b> Corporation (US)	<b>Telephone</b> +1 920 468 8100	<b>Age (Year Started)</b> 81 Years (1941)
<b>History Record</b> Clear	<b>Website</b> <a href="http://www.ki.com">www.ki.com</a>	<b>Named Principal</b> Brian Krenke, CEO
<b>Date Incorporated</b> 12/24/1980	<b>Present Control Succeeded</b> 1980	<b>Line of Business</b> Ret furniture
<b>State of Incorporation</b> WISCONSIN		<b>SIC</b> 57129904
<b>Ownership</b> Not publicly traded		<b>NAICS</b> 442110



## D&B RATING ②

### Employee Size

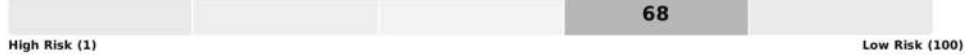
**1R** : 10 employees and over

Current Rating as of 05/13/2022

### Risk Indicator

**4** : Higher than Average Risk

## D&B PAYDEX ②



**17 days beyond terms**

### Past 24 Months

Low Risk

High Risk

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

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

## Trade Payments

### TRADE PAYMENTS SUMMARY (Based on 24 months of data)

#### Overall Payment Behaviour

**17**  
Days Beyond Terms

#### Highest Now Owing:

US\$ 900,000

#### % of Trade Within Terms

**75%**

#### Total Trade Experiences:

185  
Largest High Credit:  
US\$ 2,000,000  
Average High Credit:  
US\$ 61,568

#### Highest Past Due

**US\$ 70,000**

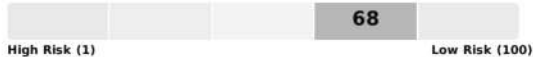
#### Total Unfavorable Comments :

0  
Largest High Credit:  
US\$ 0

#### Total Placed in Collections:

0  
Largest High Credit:  
US\$ 0

### D&B PAYDEX



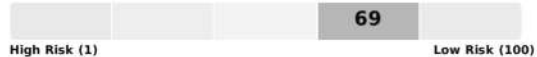
When weighted by amount, Payments to suppliers average 17 days beyond terms

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

#### Industry Median 74

Equals 9 Days Beyond Terms

### D&B 3 MONTH PAYDEX



Based on payments collected 3 months ago.  
When weighted by amount, Payments to suppliers average 16 days beyond terms

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

#### Industry Median 74

Equals 9 Days Beyond Terms

## BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

5712 - Ret furniture

△ PAYDEX   □ Industry Lower Quartile   ◐ Industry Median Quartile   ✱ Industry Upper Quartile

	7/20	8/20	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22	Current 2022
This Business	74	74	74	74	74	74	72	73	72	73	72	71	72	71	67	68	68	70	70	70	66	66	68	68
Industry Quartile																								
Upper	-	-	77	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	-
Median	-	-	73	-	-	74	-	-	73	-	-	75	-	-	75	-	-	74	-	-	74	-	-	-
Lower	-	-	66	-	-	68	-	-	67	-	-	69	-	-	68	-	-	67	-	-	67	-	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)			
Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	19	US\$ 7,750,000	60
50,000 - 99,999	13	US\$ 905,000	66
15,000 - 49,999	21	US\$ 585,000	82
5,000 - 14,999	14	US\$ 90,000	57
1,000 - 4,999	40	US\$ 74,500	67
Less than 1,000	46	US\$ 15,450	81

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)							
Collapse All   Expand All							
Industry Category-	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
~17 - Construction - Special Trade Contractors	2	5,000	75	25	0	0	0
1752 - Flooring contractor	2	5,000	75	25	0	0	0
~22 - Textile Mill Products	1	1,000	0	100	0	0	0
2284 - Thread mill	1	1,000	0	100	0	0	0
~24 - Lumber and Wood Products, Except Furniture	2	55,000	100	0	0	0	0
2429 - Special products mill	2	55,000	100	0	0	0	0
~25 - Furniture and Fixtures	5	300,000	75	25	0	0	0
2541 - Mfg wood fixtures	2	300,000	100	0	0	0	0
2511 - Mfg wood home furn	1	2,500	100	0	0	0	0
2521 - Mfg wood office furn	1	2,500	0	100	0	0	0
2522 - Mfg nonwd office furn	1	500	100	0	0	0	0
~26 - Paper and Allied Products	2	250	0	50	0	0	0
2631 - Paperboard mill	1	250	0	100	0	0	0
2679 - Mfg converted paper	1	0	0	0	0	0	0
~28 - Chemicals and Allied Products	5	200,000	100	0	0	0	0
2851 - Mfg paint/allied prdt	4	100,000	100	0	0	0	0

2821 - Mfg plastics/resins	1	200,000	100	0	0	0	0
~30 - Rubber and Miscellaneous Plastics Products	1	10,000	0	100	0	0	0
3081 - Mfg plastic sheet/film	1	10,000	0	100	0	0	0
~32 - Stone, Clay, Glass, and Concrete Products	1	100,000	50	50	0	0	0
3231 - Mfg glass products	1	100,000	50	50	0	0	0
~33 - Primary Metal Industries	2	45,000	95	5	0	0	0
3354 - Mfg alum extrud prdts	2	45,000	95	5	0	0	0
~34 - Fabricated Metal Products except Machinery and Transportation Equipment	1	500	100	0	0	0	0
3499 - Mfg misc metal prdts	1	500	100	0	0	0	0
~35 - Industrial and Commercial Machinery and Computer Equipment	7	1,000,000	71	20	0	9	0
3563 - Mfg air/gas compress	2	1,000,000	100	0	0	0	0
3579 - Mfg misc office eqpt	2	500	55	0	0	45	0
3544 - Mfg die/tool/jig/fixt	1	15,000	100	0	0	0	0
3568 - Mfg misc trnsmsn eqpt	1	2,500	100	0	0	0	0
3559 - Mfg misc special mach	1	100	0	100	0	0	0
~38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	3	750	50	38	13	0	0
3823 - Mfg process controls	2	500	0	75	25	0	0
3825 - Mfg electric test prd	1	750	100	0	0	0	0
~39 - Miscellaneous Manufacturing Industries	1	35,000	0	100	0	0	0
3915 - Mfg jeweler materials	1	35,000	0	100	0	0	0
~42 - Motor Freight Transportation and Warehousing	10	800,000	66	34	0	0	0
4213 - Trucking non-local	10	800,000	66	34	0	0	0
~45 - Transportation by Air	5	90,000	12	40	7	0	41
4513 - Air courier service	5	90,000	12	40	7	0	41
~47 - Transportation	5	100,000	50	26	24	0	0

Services							
4731 - Arrange cargo transpt	5	100,000	50	26	24	0	0
48 - Communications	8	15,000	100	0	0	0	0
4813 - Telephone communicatns	7	2,500	100	0	0	0	0
4812 - Radiotelephone commun	1	15,000	100	0	0	0	0
50 - Wholesale Trade - Durable Goods	28	250,000	78	12	0	9	0
5085 - Whol industrial suppl	7	250,000	68	32	0	0	0
5051 - Whol metal	4	75,000	100	0	0	0	0
5063 - Whol electrical equip	3	2,500	76	24	0	0	0
5065 - Whol electronic parts	3	1,000	0	91	0	9	0
5045 - Whol computers/softwr	2	100,000	98	0	2	0	0
5084 - Whol industrial equip	2	50,000	95	0	0	0	5
5049 - Whol misc profsn eqpt	2	250	100	0	0	0	0
5074 - Whol plumb/hydraulics	1	2,500	100	0	0	0	0
5013 - Whol auto parts	1	750	100	0	0	0	0
5075 - Whol heating/ac equip	1	250	100	0	0	0	0
5021 - Whol furniture	1	100	0	0	0	100	0
5072 - Whol hardware	1	50	100	0	0	0	0
51 - Wholesale Trade - Nondurable Goods	10	85,000	71	17	0	0	13
5169 - Whol chemicals	2	85,000	100	0	0	0	0
5131 - Whol piece goods	2	80,000	65	35	0	0	0
5172 - Whol petroleum prdts	1	7,500	50	50	0	0	0
5199 - Whol nondurable goods	1	7,500	0	0	0	0	100
5113 - Whol service paper	1	5,000	100	0	0	0	0
5111 - Whol printing paper	1	5,000	100	0	0	0	0
5162 - Whol plastic material	1	2,500	50	50	0	0	0
5112 - Whol office supplies	1	1,000	100	0	0	0	0
55 - Automotive Dealers and Gasoline Service Stations	3	40,000	100	0	0	0	0
5511 - Ret new/used autos	2	40,000	100	0	0	0	0
5531 - Ret auto supplies	1	250	100	0	0	0	0



~56 - Apparel and Accessory Stores	1	35,000	100	0	0	0	0
5651 - Ret family clothing	1	35,000	100	0	0	0	0
~57 - Home Furniture Furnishings and Equipment Stores	2	15,000	50	50	0	0	0
5734 - Ret computer/software	1	15,000	100	0	0	0	0
5713 - Ret floor covering	1	2,500	0	100	0	0	0
~59 - Miscellaneous Retail	2	35,000	2	0	98	0	0
5999 - Ret misc merchandise	2	35,000	2	0	98	0	0
~60 - Depository Institutions	8	2,500	46	55	0	0	0
6021 - Natnl commercial bank	7	2,500	91	9	0	0	0
6035 - Federal savings bank	1	250	0	100	0	0	0
~61 - Nondepository Credit Institutions	4	15,000	97	3	0	0	0
6153 - Short-trm busn credit	4	15,000	97	3	0	0	0
~73 - Business Services	10	100,000	63	25	13	0	0
7389 - Misc business service	5	100,000	100	0	0	0	0
7363 - Help supply service	3	2,500	100	0	0	0	0
7361 - Employment agency	1	2,500	0	50	50	0	0
7319 - Misc advertising svcs	1	250	50	50	0	0	0
~75 - Automotive Repair, Services and Parking	5	95,000	50	8	18	25	0
7513 - Truck rental/leasing	4	5,000	50	15	35	0	0
7514 - Passenger car rental	1	95,000	50	0	0	50	0
~87 - Engineering Accounting Research Management and Related Services	3	80,000	51	25	25	0	0
8734 - Testing laboratory	2	80,000	1	50	49	0	0
8748 - Business consulting	1	1,000	100	0	0	0	0
~93 - Public Finance Taxation and Monetary Policy	1	500	100	0	0	0	0
9311 - Public finance	1	500	100	0	0	0	0
~99 - Nonclassifiable Establishments	18	2,000,000	40	23	25	12	0
9999 - Nonclassified	18	2,000,000	40	23	25	12	0

## TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
06/22	Pays Promptly	-	250	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	0	15,000	0	1
05/22	Pays Promptly	-	400,000	300,000	0	1
05/22	Pays Promptly	-	100,000	100,000	0	1
05/22	Pays Promptly	N30	100,000	2,500	0	1
05/22	Pays Promptly	-	75,000	5,000	0	1
05/22	Pays Promptly	N30	60,000	60,000	0	1
05/22	Pays Promptly	-	55,000	40,000	0	1
05/22	Pays Promptly	N30	45,000	30,000	0	1
05/22	Pays Promptly	N30	45,000	40,000	1,000	1
05/22	Pays Promptly	-	35,000	2,500	0	1
05/22	Pays Promptly	-	25,000	20,000	0	1
05/22	Pays Promptly	-	15,000	15,000	0	1
05/22	Pays Promptly	-	10,000	0	0	Between 6 and 12 Months
05/22	Pays Promptly	2 30 N30	5,000	1,000	0	1
05/22	Pays Promptly	-	5,000	5,000	0	1
05/22	Pays Promptly	-	5,000	2,500	0	1
05/22	Pays Promptly	N30	2,500	250	0	1
05/22	Pays Promptly	-	2,500	0	0	1
05/22	Pays Promptly	-	2,500	1,000	0	1
05/22	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
05/22	Pays Promptly	Regular terms	2,500	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	2,500	100	0	1
05/22	Pays Promptly	-	2,500	0	0	Between 4 and 5 Months
05/22	Pays Promptly	-	2,500	0	0	Between 4 and 5 Months
05/22	Pays Promptly	-	1,000	0	0	1
05/22	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	1,000	1,000	0	1
05/22	Pays Promptly	-	1,000	250	0	1
05/22	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	750	50	0	1
05/22	Pays Promptly	N30	750	0	0	Between 2 and 3 Months
05/22	Pays Promptly	-	750	500	0	1
05/22	Pays Promptly	N30	500	0	0	Between 2 and 3 Months
05/22	Pays Promptly	N30	500	0	0	1
05/22	Pays Promptly	1 15 N30	500	500	0	1
05/22	Pays Promptly	-	500	500	0	1
05/22	Pays Promptly	-	500	0	0	Between 2 and 3 Months
05/22	Pays Promptly	N30	500	0	0	Between 2 and 3 Months
05/22	Pays Promptly	N30	500	0	0	Between 2 and 3 Months
05/22	Pays Promptly	-	250	0	0	1
05/22	Pays Promptly	-	250	250	0	1
05/22	Pays Promptly	-	250	0	0	Between 2 and 3 Months
05/22	Pays Promptly	-	100	0	0	1
05/22	Pays Promptly	-	100	0	0	Between 6 and 12 Months
05/22	Pays Promptly	-	50	0	0	Between 4 and 5 Months
05/22	Pays Promptly	-	50	0	0	Between 4 and 5 Months
05/22	Pays Prompt to Slow 5+	-	7,500	7,500	2,500	1
05/22	Pays Prompt to Slow 15+	-	700,000	300,000	30,000	1
05/22	Pays Prompt to Slow 15+	-	200,000	200,000	55,000	1
05/22	Pays Prompt to Slow 15+	-	100,000	15,000	7,500	1
05/22	Pays Prompt to Slow 30+	-	200,000	60,000	2,500	1

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
05/22	Pays Prompt to Slow 30+	-	80,000	80,000	10,000	1
05/22	Pays Prompt to Slow 30+	-	5,000	250	0	1
05/22	Pays Prompt to Slow 30+	-	1,000	0	0	1
05/22	Pays Prompt to Slow 30+	-	1,000	250	250	1
05/22	Pays Prompt to Slow 30+	-	250	50	0	1
05/22	Pays Prompt to Slow 45+	-	1,000	1,000	750	1
05/22	Pays Prompt to Slow 90+	-	500	500	250	1
05/22	Pays Slow 5+	-	1,000	100	50	1
05/22	Pays Slow 5+	-	100	100	0	1
05/22	Pays Slow 15+	N30	1,000	0	0	Between 6 and 12 Months
05/22	Pays Slow 30+	N30	35,000	0	0	Between 2 and 3 Months
05/22	Pays Slow 30+	-	2,500	2,500	2,500	1
05/22	Pays Slow 30+	-	2,500	2,500	2,500	1
05/22	Pays Slow 30+	-	100	0	0	Between 2 and 3 Months
05/22	Pays Slow 20-40+	N15	10,000	10,000	10,000	1
04/22	Pays Promptly	-	2,500	500	0	1
04/22	Pays Promptly	-	1,000	0	0	1
04/22	Pays Promptly	-	1,000	0	0	1
04/22	Pays Promptly	-	1,000	0	0	1
04/22	Pays Promptly	-	250	100	0	1
04/22	Pays Promptly	-	50	0	0	1
04/22	Pays Prompt to Slow 60+	-	15,000	0	0	Between 2 and 3 Months
04/22	Pays Slow 120+	-	2,500	0	0	Between 6 and 12 Months
03/22	Pays Prompt to Slow 30+	-	20,000	10,000	2,500	-
03/22	Pays Slow 30+	-	250	0	0	Between 6 and 12 Months
03/22	Pays Slow 60+	-	0	0	0	Between 2 and 3 Months
03/22	Pays Slow 30-90+	-	250	0	0	Between 4 and 5 Months
10/21	Pays Slow 120+	-	7,500	0	0	Between 6 and 12 Months

#### OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	25	US\$ 3,350
Payment record unknown	4	US\$ 1,350
Unfavorable comments	0	US\$ 0
Placed for collections	0	US\$ 0
Total in D&B's file	185	US\$ 9,424,650

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

#### Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

#### DOMESTIC ULTIMATE

Company	City , State	D-U-N-S® NUMBER
KRUEGER INTERNATIONAL, INC.	GREEN BAY , Wisconsin	03-267-2651

SUBSIDIARIES (DOMESTIC)		
Company	City , State	D-U-N-S® NUMBER
SPACESAVER CORPORATION	FORT ATKINSON , Wisconsin	00-643-2918
KI HIGHPOINT, INC.	HIGH POINT , North Carolina	05-883-0118
KI TRUCKING, INC.	GREEN BAY , Wisconsin	19-855-5617
PALLAS TEXTILES INC	GREEN BAY , Wisconsin	60-251-5850
KRUEGER INTERNATIONAL HOLDING CO.	GREEN BAY , Wisconsin	07-972-6370

SUBSIDIARIES (INTERNATIONAL)		
Company	City , Country or Region	D-U-N-S® NUMBER
KI Canada Corporation	PEMBROKE , CANADA	20-366-1087
KI (UK) LIMITED	LONDON , UNITED KINGDOM	77-583-1480
KI-SEBEL PTY LIMITED	MINTO , AUSTRALIA	74-582-6805

BRANCHES (DOMESTIC)		
Company	City , State	D-U-N-S® NUMBER
KRUEGER INTERNATIONAL, INC.	NEW YORK , New York	00-407-1291
KRUEGER INTERNATIONAL, INC.	TUPELO , Mississippi	00-506-7681
KRUEGER INTERNATIONAL, INC.	MANITOWOC , Wisconsin	00-887-3718
KRUEGER INTERNATIONAL, INC.	PINEVILLE , North Carolina	01-221-9668
KRUEGER INTERNATIONAL, INC.	TUPELO , Mississippi	01-559-6823
KRUEGER INTERNATIONAL, INC.	BOISE , Idaho	01-768-7513
KRUEGER INTERNATIONAL, INC.	DULUTH , Georgia	02-444-4288
KRUEGER INTERNATIONAL, INC.	CHICAGO , Illinois	02-535-8297
KRUEGER INTERNATIONAL, INC.	MILWAUKEE , Wisconsin	03-284-0600
KRUEGER INTERNATIONAL, INC.	LORTON , Virginia	08-828-0193
KRUEGER INTERNATIONAL, INC.	TORRANCE , California	09-397-1104
KRUEGER INTERNATIONAL, INC.	MANITOWOC , Wisconsin	10-663-3811
KRUEGER INTERNATIONAL, INC.	GREEN BAY , Wisconsin	11-132-9186
KRUEGER INTERNATIONAL, INC.	CHICAGO , Illinois	11-358-0161
KRUEGER INTERNATIONAL, INC.	GREEN BAY , Wisconsin	12-779-7327
KRUEGER INTERNATIONAL, INC.	GREEN BAY , Wisconsin	14-783-2617
KRUEGER INTERNATIONAL, INC.	SAN FRANCISCO , California	79-053-9787
KRUEGER INTERNATIONAL, INC.	DALLAS , Texas	80-960-9555

KRUEGER INTERNATIONAL, INC.	GREEN BAY , Wisconsin	85-935-4722
KRUEGER INTERNATIONAL, INC.	GREEN BAY , Wisconsin	86-797-9585
KRUEGER INTERNATIONAL, INC.	MARYLAND HEIGHTS , Missouri	08-497-0594
KRUEGER INTERNATIONAL, INC.	BOSTON , Massachusetts	78-928-0208
KRUEGER INTERNATIONAL, INC.	HIGH POINT , North Carolina	79-952-3118
KRUEGER INTERNATIONAL, INC.	BONDUEL , Wisconsin	07-857-5626
KRUEGER INTERNATIONAL, INC.	IRVINE , California	09-437-5119
This list is limited to the first 25 branches.		

#### BRANCHES (INTERNATIONAL)

Company	City , Country or Region	D-U-N-S® NUMBER
Krueger International, Inc	TORONTO , CANADA	20-580-9986

This information may not be reproduced in whole or in part by any means of reproduction.

#### Legal Events

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

Bankruptcies	Judgements	Liens	Suits	UCCs
<b>No</b>	<b>0</b> Latest Filing: -	<b>0</b> Latest Filing: -	<b>3</b> Latest Filing: 12/05/2019	<b>75</b> Latest Filing: 05/19/2022

#### EVENTS

##### Suit

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

##### Suit

Filing Date	06/05/2018
Filing Number	1111456
Status	Pending
Date Status Attained	06/05/2018

<b>Received Date</b>	06/28/2018
<b>Plaintiffs</b>	ROADRUNNER MOVING LTD
<b>Defendant</b>	KRUEGER INTERNATIONAL INC
<b>Court</b>	HARRIS COUNTY COURT AT LAW, HOUSTON, TX
<b>Suit</b>	
<b>Filing Date</b>	02/17/2015
<b>Filing Number</b>	2015CV000270
<b>Status</b>	Pending
<b>Date Status Attained</b>	02/17/2015
<b>Received Date</b>	03/12/2015
<b>Plaintiffs</b>	SOLETSKI, JOHN H, GREEN BAY, WI
<b>Defendant</b>	KRUEGER INTERNATIONAL INC
<b>Defendant</b>	AND OTHERS
<b>Court</b>	BROWN COUNTY CIRCUIT COURT, GREEN BAY, WI
<b>UCC Filing - Original</b>	
<b>Filing Date</b>	05/19/2022
<b>Filing Number</b>	220519000532-3
<b>Received Date</b>	05/27/2022
<b>Collateral</b>	Equipment and proceeds
<b>Secured Party</b>	MARUKA USA, INC., LEES SUMMIT, MO
<b>Debtors</b>	KRUEGER INTERNATIONAL, INC., GREEN BAY, WI
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, MADISON, WI
<b>UCC Filing - Amendment</b>	
<b>Filing Date</b>	04/03/2020
<b>Filing Number</b>	200403000707-7
<b>Received Date</b>	04/10/2020
<b>Collateral</b>	Accounts receivable and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
<b>Original Filing Date</b>	02/09/2018
<b>Original Filing Number</b>	180001844724
<b>Secured Party</b>	CITIBANK N.A. ITS BRANCHES SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
<b>Debtors</b>	KRUEGER INTERNATIONAL INC.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, MADISON, WI
<b>UCC Filing - Original</b>	
<b>Filing Date</b>	12/11/2019
<b>Filing Number</b>	191211000358-7
<b>Received Date</b>	12/20/2019
<b>Collateral</b>	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS

<b>Secured Party</b>	C & S ASSOCIATES INC. AS REPRESENTATIVE, CLEVELAND, OH
<b>Debtors</b>	KRUEGER INTERNATIONAL INC.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, MADISON, WI
<b>UCC Filing</b> - Continuation	
<b>Filing Date</b>	05/21/2019
<b>Filing Number</b>	190531000613-5
<b>Received Date</b>	03/06/2020
<b>Original Filing Date</b>	07/16/2014
<b>Original Filing Number</b>	140009317121
<b>Secured Party</b>	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERKELEY HEIGHTS, NJ
<b>Debtors</b>	KRUEGER INTERNATIONAL INC.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, MADISON, WI
<b>UCC Filing</b> - Original	
<b>Filing Date</b>	02/09/2018
<b>Filing Number</b>	180001844724
<b>Received Date</b>	03/09/2018
<b>Collateral</b>	Accounts receivable and proceeds - Account(s) and proceeds
<b>Secured Party</b>	CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
<b>Debtors</b>	KRUEGER INTERNATIONAL, INC.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, MADISON, WI
<b>UCC Filing</b> - Original	
<b>Filing Date</b>	01/24/2018
<b>Filing Number</b>	180001089826
<b>Received Date</b>	02/06/2018
<b>Collateral</b>	Accounts receivable and proceeds - Account(s) and proceeds
<b>Secured Party</b>	CITIBANK, N.A., ITS BRANCHES, SUBSIDIARIES AND AFFILIATES, NEW YORK, NY
<b>Debtors</b>	KRUEGER INTERNATIONAL, INC.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, MADISON, WI
<b>UCC Filing</b> - Continuation	
<b>Filing Date</b>	07/18/2017
<b>Filing Number</b>	170009810018
<b>Received Date</b>	08/08/2017
<b>Original Filing Date</b>	12/28/2012
<b>Original Filing Number</b>	120016395327
<b>Secured Party</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
<b>Debtors</b>	KI HIGHPOINT, INC., GREEN BAY, WI
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, MADISON, WI
<b>UCC Filing</b> - Continuation	

<b>Filing Date</b>	07/18/2017
<b>Filing Number</b>	170009809935
<b>Received Date</b>	08/08/2017
<b>Original Filing Date</b>	12/28/2012
<b>Original Filing Number</b>	120016395226
<b>Secured Party</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
<b>Debtors</b>	KRUEGER INTERNATIONAL, INC.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, MADISON, WI
<b>UCC Filing</b> - Original	
<b>Filing Date</b>	09/23/2016
<b>Filing Number</b>	160012602920
<b>Received Date</b>	10/07/2016
<b>Collateral</b>	Account(s) and proceeds - Equipment and proceeds - Contract rights and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds
<b>Secured Party</b>	NISSAN MOTOR ACCEPTANCE CORPORATION, IRVING, TX
<b>Debtors</b>	KRUEGER INTERNATIONAL, INC.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, MADISON, WI
<b>UCC Filing</b> - Original	
<b>Filing Date</b>	07/16/2014
<b>Filing Number</b>	140009317121
<b>Received Date</b>	08/08/2014
<b>Collateral</b>	General intangibles(s) including proceeds and products - Computer equipment including proceeds and products - Equipment including proceeds and products
<b>Secured Party</b>	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY, BERKELEY HEIGHTS, NJ
<b>Debtors</b>	KRUEGER INTERNATIONAL, INC.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, MADISON, WI
<b>UCC Filing</b> - Original	
<b>Filing Date</b>	12/28/2012
<b>Filing Number</b>	120016395529
<b>Received Date</b>	01/11/2013
<b>Collateral</b>	All Assets including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All General intangibles(s) including proceeds and products - and OTHERS
<b>Secured Party</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
<b>Debtors</b>	KRUEGER INTERNATIONAL HOLDING CO.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, MADISON, WI
<b>UCC Filing</b> - Original	
<b>Filing Date</b>	12/28/2012
<b>Filing Number</b>	120016395327
<b>Received Date</b>	01/11/2013



<b>Collateral</b>	All Assets including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All General intangibles(s) including proceeds and products - and OTHERS
<b>Secured Party</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
<b>Debtors</b>	KI HIGHPOINT, INC., GREEN BAY, WI
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, MADISON, WI
<b>UCC Filing - Original</b>	
<b>Filing Date</b>	12/28/2012
<b>Filing Number</b>	120016395226
<b>Received Date</b>	01/11/2013
<b>Collateral</b>	All Assets including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All General intangibles(s) including proceeds and products - and OTHERS
<b>Secured Party</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT, CHARLOTTE, NC
<b>Debtors</b>	KRUEGER INTERNATIONAL, INC.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, MADISON, WI
<b>UCC Filing - Assignment</b>	
<b>Filing Date</b>	01/03/2012
<b>Filing Number</b>	120000060006
<b>Received Date</b>	02/16/2012
<b>Collateral</b>	Leased Assets and proceeds
<b>Original Filing Date</b>	07/06/2010
<b>Original Filing Number</b>	100008202921
<b>Secured Party</b>	EPLUS GROUP, INC., HERNDON, VA
<b>Secured Party</b>	PRIME ALLIANCE BANK, WOODS CROSS, UT
<b>Debtors</b>	KRUEGER INTERNATIONAL, INC.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, MADISON, WI
<b>UCC Filing - Original</b>	
<b>Filing Date</b>	07/06/2010
<b>Filing Number</b>	100008202921
<b>Received Date</b>	08/11/2010
<b>Collateral</b>	Leased Assets and proceeds
<b>Secured Party</b>	EPLUS GROUP, INC., HERNDON, VA
<b>Debtors</b>	KRUEGER INTERNATIONAL, INC.
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, MADISON, WI

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

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

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

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

## Special Events

There are no Special Events recorded for this business.

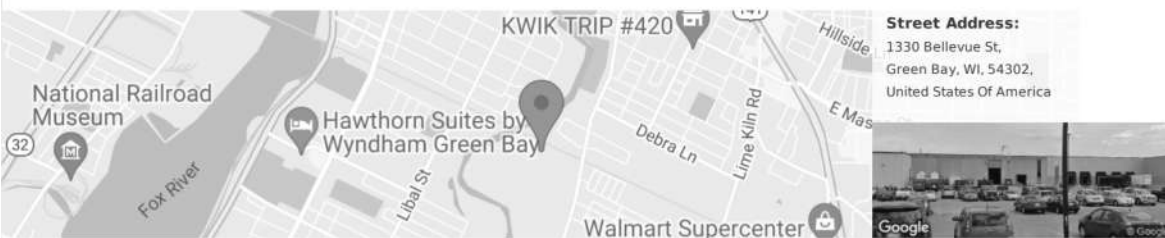
## Financials - D&B

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

## Company Profile

### COMPANY OVERVIEW

<b>D-U-N-S</b> 03-267-2651	<b>Mailing Address</b> UNITED STATES	<b>Employees</b> 2,300 (500-600 here)
<b>Legal Form</b> Corporation (US)	<b>Telephone</b> +1 920 468 8100	<b>Age (Year Started)</b> 81 Years (1941)
<b>History Record</b> Clear	<b>Website</b> <a href="http://www.ki.com">www.ki.com</a>	<b>Named Principal</b> Brian Krenke , CEO
<b>Date Incorporated</b> 12/24/1980	<b>Present Control Succeeded</b> 1980	<b>Line of Business</b> Ret furniture
<b>Business Commenced On</b> 1941	<b>SIC</b> 57129904	
<b>State of Incorporation</b> WISCONSIN	<b>NAICS</b> 442110	
<b>Ownership</b> Not publicly traded		



### BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2022-05-30  
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

<b>Registered Name</b>	KRUEGER INTERNATIONAL, INC.
<b>Corporation Type</b>	Corporation (US)
<b>State of Incorporation</b>	WISCONSIN
<b>Date Incorporated</b>	12/24/1980

<b>Registration ID</b>	1 K10745
<b>Registration Status</b>	RESTORED TO GOOD STANDING
<b>Date Status Attained</b>	10/26/2004
<b>Filing Date</b>	12/24/1980
<b>Where Filed</b>	SECRETARY OF STATE
<b>Registered Agent</b>	
<b>Name</b>	NICHOLAS J. GUERRIERI
<b>Address</b>	1330 BELLEVUE ST, GREEN BAY, WI, 54302-211

#### PRINCIPALS

##### Officers

BRIAN KRENKE, CEO  
RICHARD J RESCH, CHM  
NICK GUERRIERI, CFO-TREAS  
MICHAEL J PUM, ASST SEC  
GUY PATZKE, ASST SEC  
ROBERT M CHARLES, SEC  
DEAN LINDSLEY, V PRES

##### Directors

THE OFFICER(S)

#### COMPANY EVENTS

##### The following information was reported on: 05/13/2022

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

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

##### RECENT EVENTS:

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

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

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

BRIAN KRENKE. 1991-present active here.

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

NICK GUERRIERI. 1996-present active here.

MICHAEL J PUM. 1994-present active here.

GUY PATZKE born 1962. 1991-present active here.

ROBERT M CHARLES. 2008-present active here.

DEAN LINDSLEY born 1963. 1989-present active here.

#### BUSINESS ACTIVITIES AND EMPLOYEES

##### The following information was reported on: 05/13/2022

##### Business Information

**Trade Names** KI

**Description** Retails furniture, specializing in office furniture (100%).  
Has 4,000 account(s). Terms are Net 30 days. Sells to wholesalers, commercial concerns and government entities.  
Territory : International.

**Employees** 2,300 which includes officer(s) and 50 part-time. 500-600 employed here.

Business Information		
Financing Status	Secured	
Seasonality	Season peaks Jun-Sep.	
Tenure	Owns	
Facilities	Owns 250,000 sq. ft. in a multi story concrete block building.	
Location	Industrial section on well traveled street.	
Related Concerns		
SIC/NAICS Information		
Industry Code	Description	Percentage of Business
5712	Ret furniture	-
57129904	Office furniture	-
NAICS Codes	NAICS Description	
442110	Furniture Stores	

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

## E. Describe any green or environmental initiatives or policies.

### Corporate Sustainability Policy

Approximately 78 years ago, KI made a promise: to act as a steward of the environment. Since then, KI has been dedicated to serving its customers, its community, and future generation in a way that will protect the world in which we live. KI believes that, big or small, every action that safeguards and restores the environment is significant. KI is committed to making this happen by creating and providing products that advance environmental and human health, social responsibility, and economic prosperity.

### 1.0 ECONOMIC SUSTAINABILITY

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

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

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



### 2.0 ENVIRONMENTAL SUSTAINABILITY

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

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



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

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

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

**KI's environmental stewardship principles are as follows:**

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



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

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



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

KI manages energy efficiency by adhering to the following initiatives:

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



**Solid Waste Management.** KI strives to reduce 100% of its contribution to solid waste generated from fabrication or assembly of product components. Reductions in landfill waste will be achieved through increased material efficiency and the creation of value for waste materials through reuse of recycling efforts.

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

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



### 3.0 SOCIAL RESPONSIBILITY

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

**KI's social responsibility principles are as follows:**

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



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

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

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

*Gifts of Employees*

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

*Payments by Employees*

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





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

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

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

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

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

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

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

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

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



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

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

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

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



- F. Describe any diversity programs or partner's supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there Version April 12, 2022 are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

KI does not have a specific diversity program for Members to use, but we do work diligently to partner with Diverse dealers. On our approved dealer list you will see diverse status listed.

#### MINORITY BUSINESS

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



Outreach efforts to obtain sources:

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

Internal efforts to guide and encourage purchasing personnel:

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

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

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes                      No ☒

If yes, list certifying agency: \_\_\_\_\_

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

Yes                      No ☒

If yes, list certifying agency: \_\_\_\_\_

c. Historically Underutilized Business (HUB)

Yes                      No ☒

If yes, list certifying agency: \_\_\_\_\_

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes                      No ☒

If yes, list certifying agency: \_\_\_\_\_

e. Other recognized diversity certificate holder

Yes                      No ☒

If yes, list certifying agency: \_\_\_\_\_

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

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



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

### **What Makes Us Different**

We want to hear what you have to say about your goals, how your employees or students want to work or learn, your expectations ... even what you want people to feel when they walk into your space. That way, we can help you make well-informed, educated decisions about your furniture investment. Following are a few more reasons customers keep coming back to KI for furniture solutions.

### **EASY TO DO BUSINESS**

Whether you need help space planning, selecting surface materials, determining what furniture best fits your work style, or coordinating installation with other contractors, we're here to help.

### **CORE MARKET FOCUS**

We stay laser focused on our core markets, persistently growing our knowledge, understanding and experience within each. That helps us design furniture solutions and support services that address the needs specific to:

- Higher Education
- K-12 Education
- Workplace
- Healthcare
- Federal and State Government

### **MARKET OF ONE® PHILOSOPHY**

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

### **FULFILLMENT FREEDOM**

We will gladly collaborate and coordinate with any partner, dealer and/or installation entity you choose. We do not prescribe to pre-set distribution channels. Rather, we allow you to determine the best means to manage ordering and fulfillment activities.

### **EMPLOYEE OWNERSHIP**

KI is 100% employee owned and when you own something, you treat it differently. Everyone in the organization from the executive office to the production floor has a stake in the game.

### **DELIVERY AND INSTALLATION SERVICES**

Delivery day should be exciting, not stressful. Should that date need to change for any reason, just let us know. We'll adjust accordingly.

Should you need assistance with fulfillment, KI offers a comprehensive service package. A factory-trained, on-site management team will oversee your project from initial pre-planning meetings through the final walk-through. Options for warranty and repair work as well as warehousing are also available.



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

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

**K. Felony Conviction Notice: Indicate if the supplier**

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

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

There has not been any actions taken against the company.

**3.2 Distribution, Logistics****A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.****Architectural Walls**

KI architectural walls strike the perfect balance between design and function.

The KI Suite of Solutions. Three walls rule them all. Walls that work together in perfect 3-part harmony. Alone, they stand powerfully. But together, they're an unbeatable team.

- Genius - A jack-of-all trades....it does it all brilliantly.
- Lightline - A frameless glass beauty for stunning storefronts.
- Evoke - An incredibly flexible drywall substitute.

**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.**

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

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



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

#### **Salesforce.com Support System**

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

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

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

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

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

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

Not Applicable



### 3.3 Marketing and Sales

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

#### Marketing Plan

##### Notification of Award:

- KI Senior Management advised
- KI Communications Department works with Region 4 ESC/OMNIA on appropriate public relations announcement
- Announcement of award sent to KI field sales team
- KI Operations works with Region 4 ESC/OMNIA to obtain member directory and place on appropriate portals for field access
- Web Ex conducted with appropriate KI personnel, i.e. field sales, internal support, etc. advising of the award and appropriate action steps to execute the contract. The web ex would occur 30 to 60 days prior to the launch date to ensure appropriate education (Timing based on time frame given by Region 4 ESC/OMNIA from award announcement to contract date)
- Addition of Region 4 ESC/OMNIA to appropriate marketing collateral. Appropriate links established from KI websites to Region 4 ESC/OMNIA sites
- Quarterly conference calls with KI's Senior Management and Region 4 ESC/OMNIA's contract Administrator to review goals and objectives if required
- Monthly meeting with KI Sales Management to review project opportunities to leverage Region 4 ESC/OMNIA contracts
- Updates and education on the Region 4 ESC/OMNIA contract will be conducted bi-annually at the KI International Sales Meeting

##### Web Ex to Field Sales and Internal Support announcing Region 4 ESC/OMNIA contract Award

- Overview of the Region 4ESC/OMNIA Contracts
- Identify members and steps to access member information
- Identify lead generation activity related to Region 4 ESC/OMNIA members
- Identify products available to Region 4 ESC/OMNIA members
- Education on discount structure
- Education on proper documentation to ensure Region 4 ESC/OMNIA member is identified on order
- Identify contact team to field questions
- Identify Region 4 ESC/OMNIA field support and means to access for support



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

#### **Marketing Agreement: Participating Agencies**

##### **Notification of Award:**

- KI Communications Department works with Region 4 ESC/OMNIA on appropriate public relations announcement
- Announcement of award sent to KI field sales team and appropriate industry publications
- Addition of Region 4 ESC/OMNIA to appropriate marketing collateral and appropriate links established from KI websites to Region 4 ESC/OMNIA within the first 90 days
- Identify Region 4 ESC/OMNIA's annual conferences/opportunities to exhibit and meet with members and include in annual conference/exhibit calendars. Notification of appropriate field support
- If required - Schedule annual visit to Region 4 ESC/OMNIA to review contract performance and other contract opportunities to support members

Current marketing example attached for your review.





# Furnishing Knowledge with

**OMNIA**<sup>®</sup>  
P A R T N E R S



## Workplace - Offices and Workspaces

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

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

For more information, visit [OMNIAPartners.com/publicsector](https://OMNIAPartners.com/publicsector)

Contract Number  
R191808  
R180402



Furnishing Knowledge<sup>®</sup>



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

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

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

KI holds cooperative purchasing agreements with groups such as Sourcewell, NASPO, Premier and TIPS. KI also holds up to 26 State contracts. KI's other cooperatives do not place restrictions or requirements on us for participating with Region 4 ESC/OMNIA.

## National Contracts

Through nationally-leveraged pricing, these contracts and purchasing agreements provide aggressive product cost savings. **Click each logo** to learn more about our partnership with these national contracts.



- 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.

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



- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. ~~All sales materials are to use the OMNIA Partners logo.~~ Seperate communitcations will be presented and posted providing a Public Agency updates on their procurement options. At a minimum, the Supplier's sales initiatives should communicate:

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

KI confirms with the changes noted above.

- 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

KI agrees

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

- i. Executive Support  
MARK WALDECKER | Corporate Accounts / K-12 Dealer Development Manager  
P: 920.406.3508 | M: 920.327.0195 | E: mark.waldecker@ki.com | ki.com
- ii. Marketing  
KELLI PLAMANN | Proposal Program Manager  
P: 920.468.27193 | E: kelli.plamann@ki.com | ki.com
- iii. Sales  
DALE HALVERSON | District Leader  
P: 713.880.2329 | M: 281.782.8584 | E: dale.halverson@ki.com | ki.com
- iv. Sales Support  
Jesse Lamberg | SALES OPERATIONS MANAGER  
P: 920.468.2195 | E: jesse.lamberg@ki.com | ki.com
- v. Financial Reporting  
ANDY VANSTRATEN | Contract Manager  
P: 920.468.2394 | E: andy.van.straten@ki.com | ki.com
- vi. Accounts Payable  
JENNIFER BAUGNET | Assistant Manager - Customer Financial Services  
P: 920.468.2750 | F: 1-800-844-0593 | E: jennifer.baugnet@ki.com | ki.com



- vii. Contracts  
ANDY VANSTRATEN | Contract Manager  
P: 920.468.2394 | E: andy.van.straten@ki.com | ki.com

**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.**

BRIAN KRENKE | CEO  
P: 920.468.2239 | E: brian.krenke@ki.com | ki.com

Please find the attached organizational charts for sales force structure.

**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.**

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

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

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

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



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

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

2021	State	Purchases
College/University	North Carolina	\$10M to \$13M
College/University	Texas	\$7M to \$9M
College/University	California	\$7M to \$9M
K-12	New Jersey	\$12 to \$15M
K-12	New York	\$7M to \$9M
K-12	Indiana	\$7M to \$9M
K-12	Illinois	\$6M to \$7M
State/Local Government	Texas	\$1M to \$2M
State/Local Government	North Carolina	\$1M to \$1.5M
State/Local Government	Minnesota	\$1M to \$1.5M

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

#### **ELECTRONIC DATA INTERCHANGE (EDI)**

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

#### **EDI System Configuration**

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

#### **Enveloping: ISA**

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

#### **Test/Production Flag**

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





### **Transmission Schedule**

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

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

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

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

### **Acknowledgments**

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

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

### **Transmission Methods and Cost**

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

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

### **Checks Against Duplication of Orders**

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

### **Ensuring Receipt of All Documents**

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

### **Electronic Funds Transfer (EFT)**

KI is set up to receive EFTs.



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

\$\_\_\_\_\_.00 in year one

\$\_\_\_\_\_.00 in year two

\$\_\_\_\_\_.00 in year three

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

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

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies utilizing the Master Agreement will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- 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).~~
  - iii. Should the Public Agency refuse to use the Master Agreement the Company will review the Public Agents terms and conditions and work out pricing and terms solely between the Company and the Public Agency.
  - ~~iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.~~
  - iv. If a Public Agency contacts the Company for solicitation or contract options, the company will provide the Public agency options. The Public Agency may provide their decision with no intervention from any other party should they have decided to pick one fulfillment option over another.

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

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



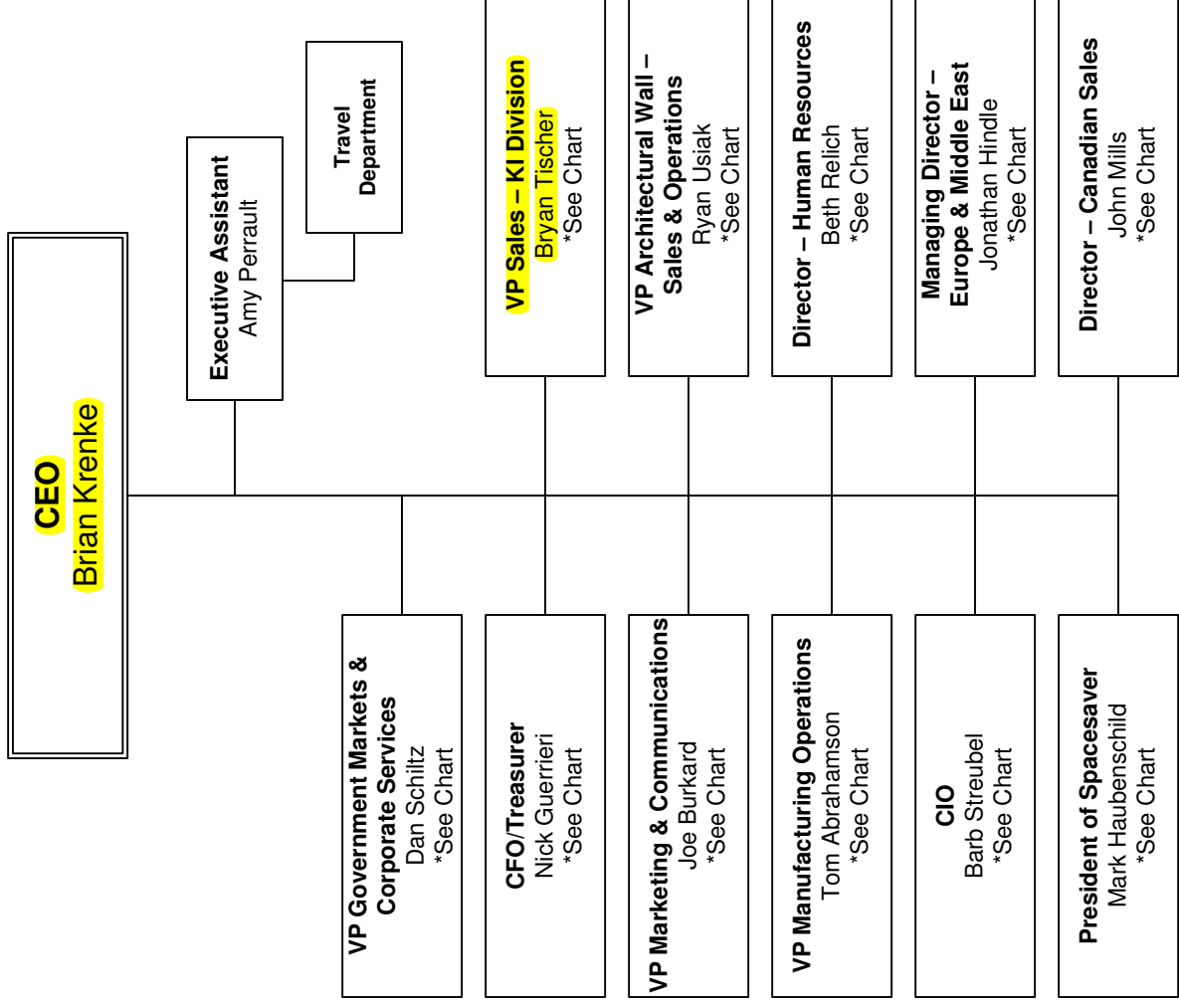


Furnishing Knowledge™

# Corporate Administration

Organizational Chart

October 26, 2021





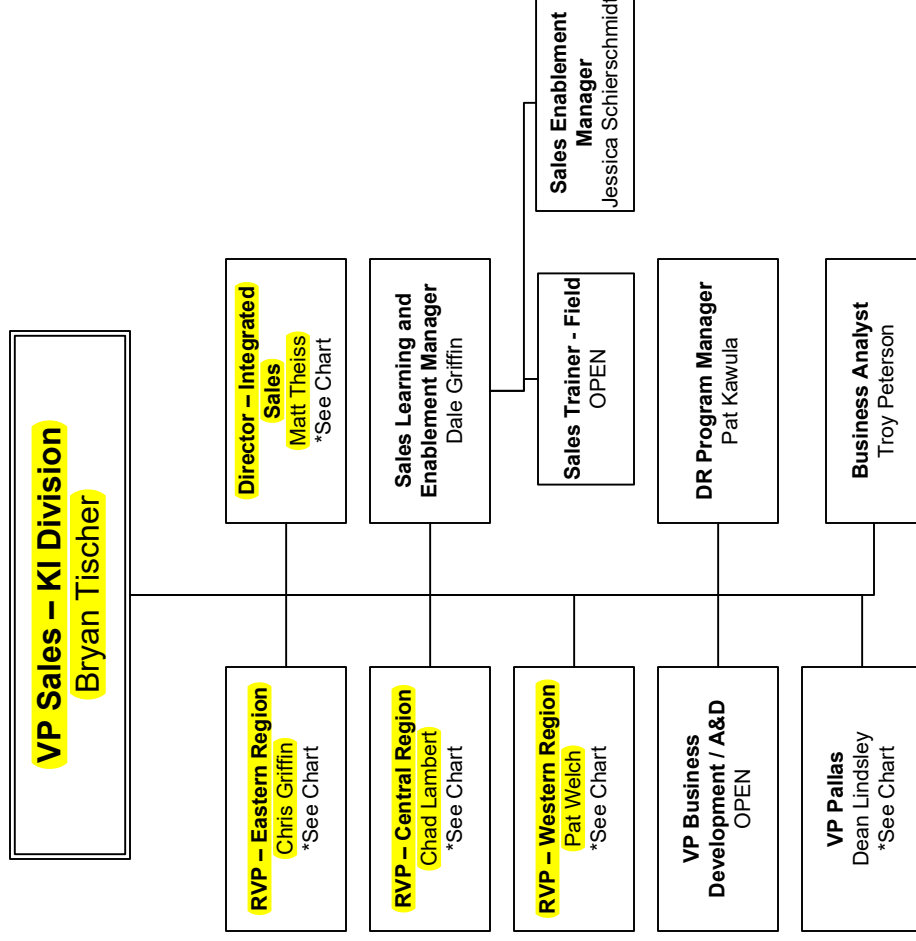


Furnishing Knowledge™

# KI Division Sales

Organizational Chart

March 18, 2022

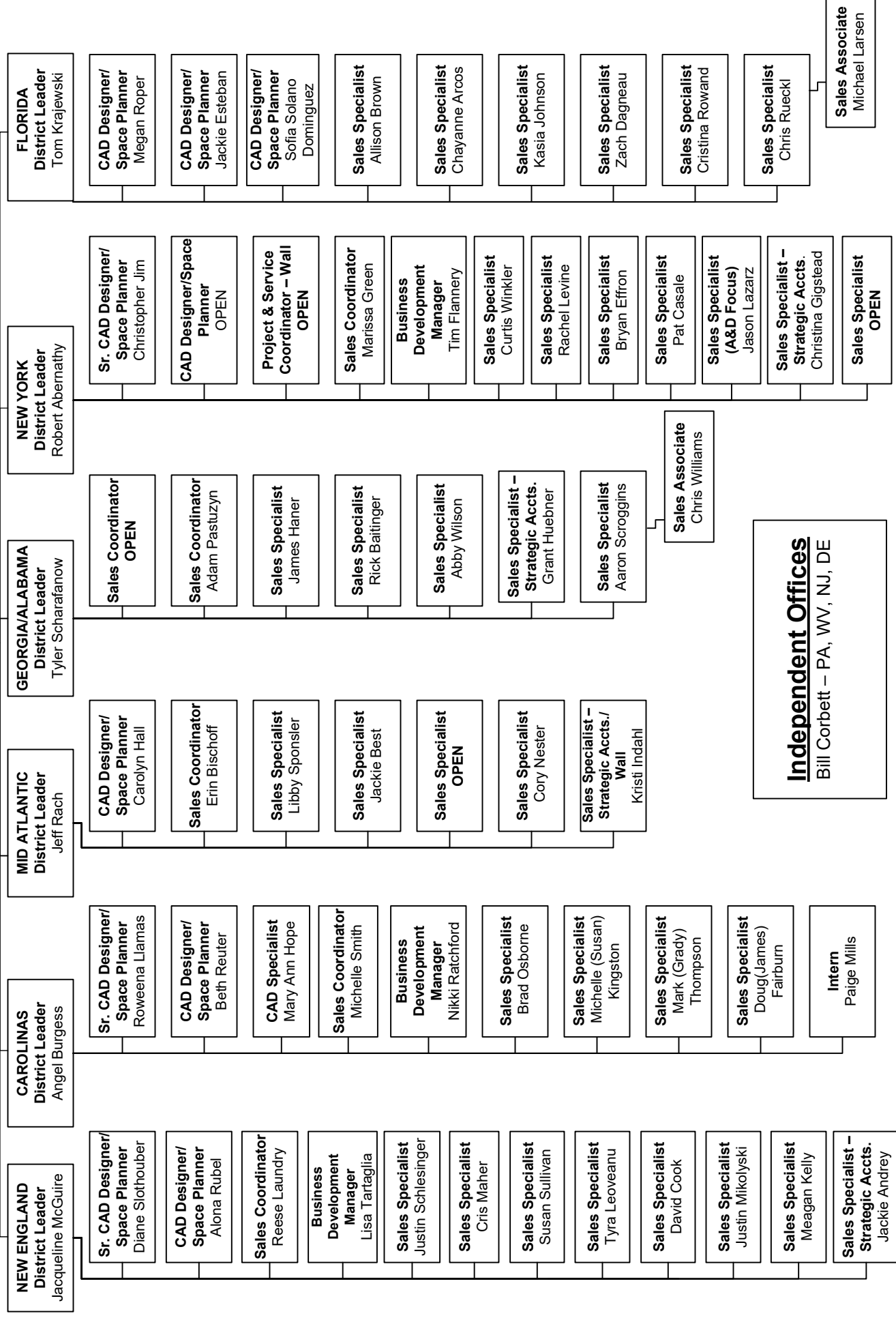




Furnishing Knowledge™

**VP Sales – Eastern Region**  
Chris Griffin

# Sales Management – Eastern Region Organization Chart June 13, 2022



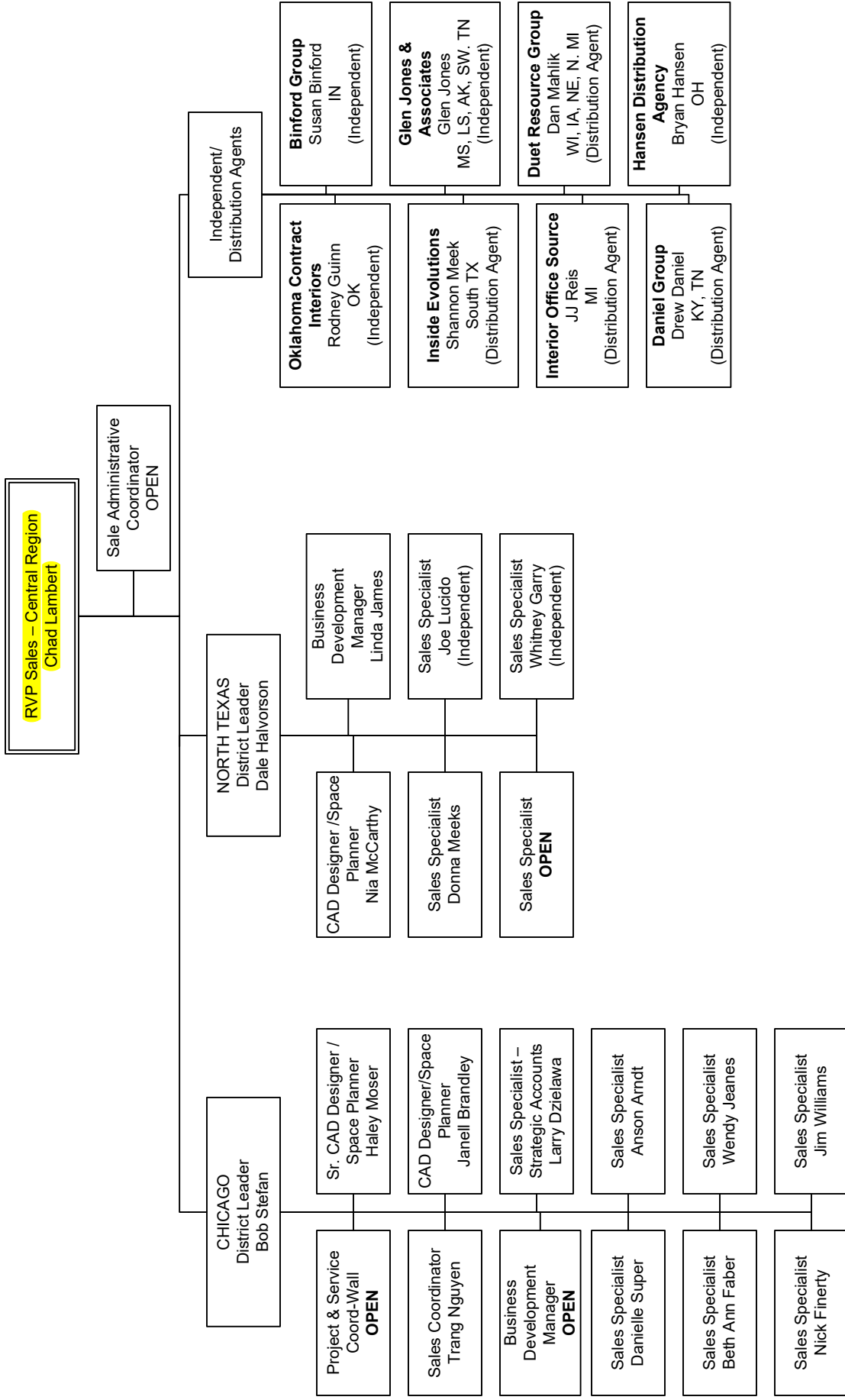


Furnishing Knowledge™

# Sales Management – Central Region

## Organization Chart

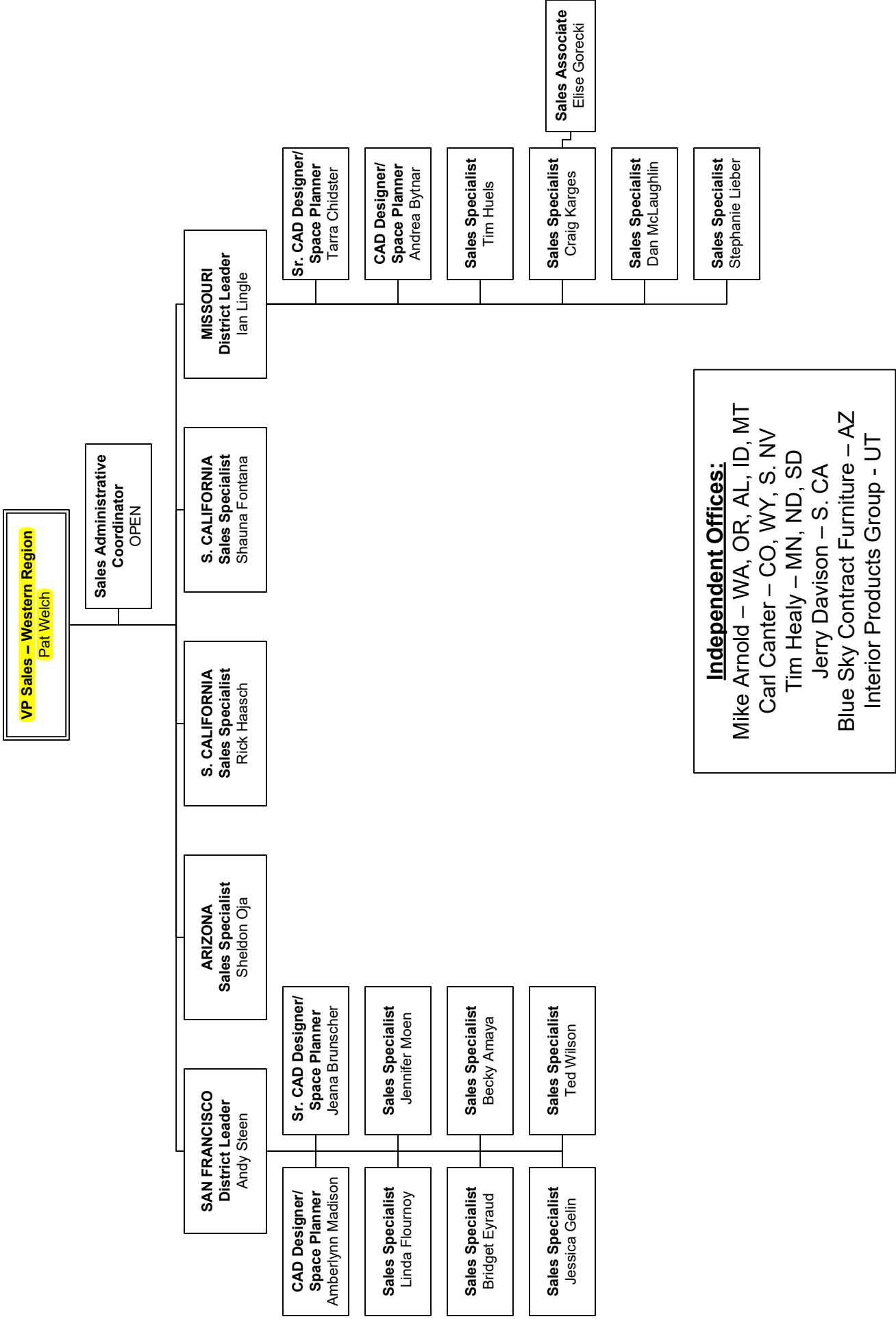
May 16, 2022





Furnishing Knowledge™

# Sales Management – Western Region Organization Chart May 23, 2022



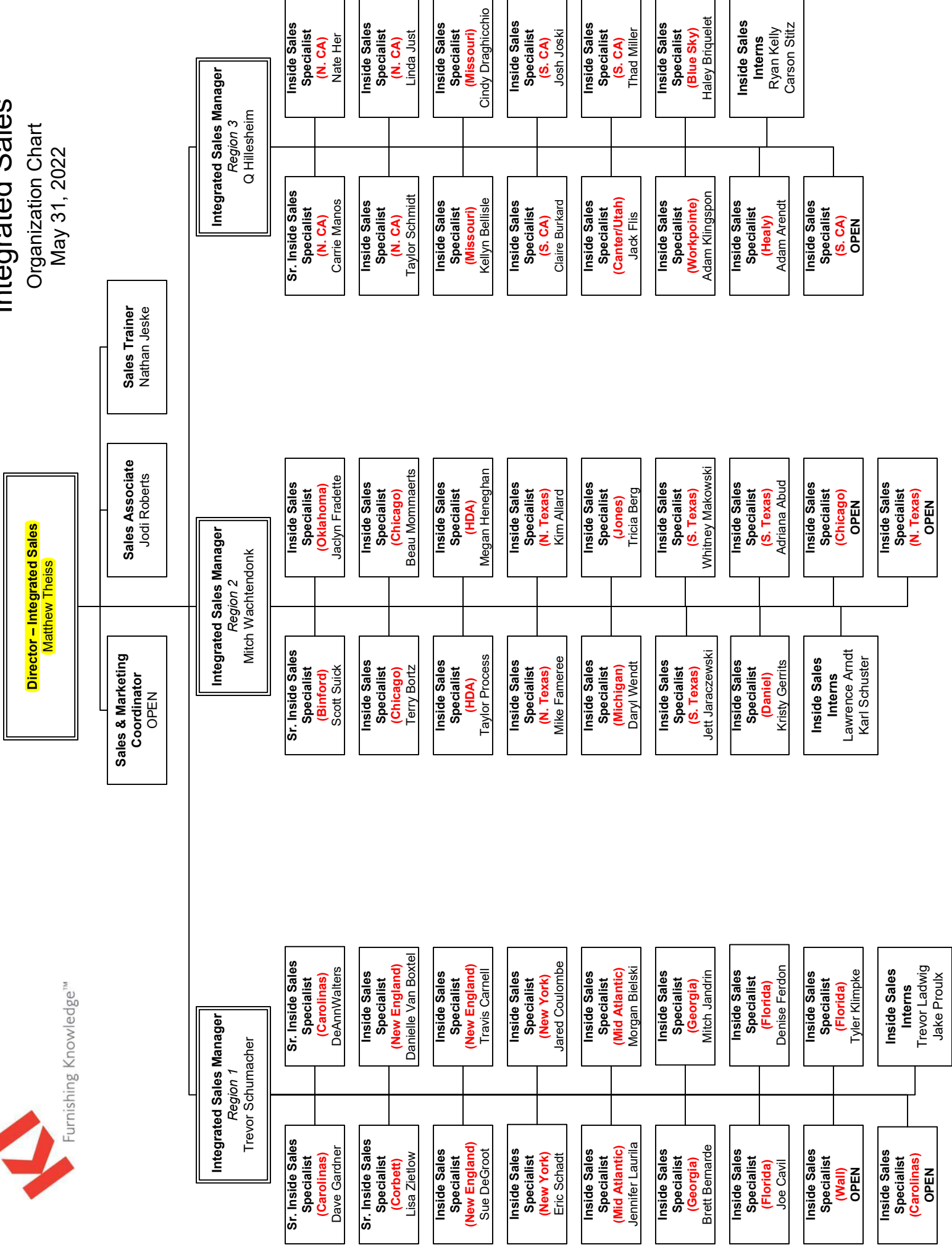


Furnishing Knowledge™

# Integrated Sales

## Organization Chart

May 31, 2022



**Exhibit B**  
**Administration Agreement, Example**

---

**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and \_\_\_\_\_ (“**Supplier**”).

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the “**Product**”);

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **TERM OF AGREEMENT; TERMINATION**

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

#### **NATIONAL PROMOTION**

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

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.



Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of **Two** percent (**2** %) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales **shipped** for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

## **GENERAL PROVISIONS**

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. 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 Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**[INSERT SUPPLIER ENTITY NAME]**

**NATIONAL  
INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY, A DELAWARE  
CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR**

Signature
Name
Title
Date

Signature
Sarah Vavra
Name
Sr. Vice President, Public Sector Contracting
Title
Date

## Exhibit F Federal Funds Certifications

---

### FEDERAL CERTIFICATIONS

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

---

#### TO WHOM IT MAY CONCERN:

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

---

#### DEFINITIONS

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

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

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

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

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

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

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

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

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

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

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

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

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

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

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

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

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

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

*(b) Prohibition.*

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

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

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

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

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

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

*Covered telecommunications equipment or services* means—

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

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

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

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

*Critical technology* means—

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

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

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

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

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

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

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

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

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

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

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

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

*(b) Prohibition.*

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

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

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

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

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

*(d) Reporting requirement.*

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

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

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

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

*(e) Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.


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 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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  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  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  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  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  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  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  Initials of Authorized Representative of offeror

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

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



becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES  Initials of Authorized Representative of offeror

**(l) 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 (l) 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  Initials of Authorized Representative of offeror

---

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

---

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES  Initials of Authorized Representative of offeror

---

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

---

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

Does offeror agree? YES  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  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  Initials of Authorized Representative of offeror

---

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

---

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

Does offeror agree? YES  Initials of Authorized Representative of offeror

---

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

Offeror's Name: Krueger International, Inc.

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

Phone Number: 920.468.8100 Fax Number: 920.468.2781

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

Email Address: guy.patzke@ki.com

Signature of Authorized Representative:  Date: 6/24/2022

## **FEMA SPECIAL CONDITIONS**

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

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

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

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

### **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**

Version April 12, 2022

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.

### **Prevailing Wage Requirements**

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

### **Federal Requirements**

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

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

### **1. REMEDIES**

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

### **2. TERMINATION FOR CAUSE AND CONVENIENCE**

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

### **3. EQUAL EMPLOYMENT OPPORTUNITY**

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

**b. Key Definitions.**

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

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

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

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

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

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

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

**(4)** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

**(8)** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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



The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

#### **4. DAVIS-BACON ACT**

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

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

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

## **5. COPELAND ANTI-KICKBACK ACT**

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

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

**6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- a.** Standard. If the FEMA award meets the definition of “funding agreement” under 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).
- b.** Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

*Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
  - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
  - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
  - iii. Specifically, a covered transaction includes the following contracts for goods or services:
    - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
    - 2. The contract requires the approval of FEMA, regardless of amount.
    - 3. The contract is for federally-required audit services.
    - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

#### Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The Contractor, Krueger International, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

Guy Patzke, Assistant Secretary

Name and Title of Contractor's Authorized Official

June 24, 2022

Date



## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
  - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
    - 2. Meeting contract performance requirements; or
    - 3. At a reasonable price.
  - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. ACCESS TO RECORDS

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

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

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **13. CHANGES**

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

### **14. DHS SEAL, LOGO, AND FLAGS**

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

## 16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

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

Offeror's Name: Krueger International, Inc.

Address, City, State, and Zip Code:

1330 Bellevue St, Green Bay, WI 54302

Phone Number: 920.468.8100 Fax Number: 920.468.2781

Printed Name and Title of Authorized Representative:

Guy Patzke, Assistant Secretary

Email Address: guy.platzke@ki.com

Signature of Authorized Representative:



Date: June 24, 2022

**Exhibit G**  
**New Jersey Business Compliance**

---

**NEW JERSEY BUSINESS COMPLIANCE**

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

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

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

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

**STATEMENT OF OWNERSHIP DISCLOSURE****N.J.S.A. 52:25-24.2** (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** Krueger International, Inc.

**Organization Address:** 1330 Bellevue St, Green Bay, WI 54302

**Part I** Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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


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

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

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

**Part IV Certification**

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

Full Name (Print):	Guy Patzke	Title:	Assistant Secretary
Signature:		Date:	June 24, 2022

**NON-COLLUSION AFFIDAVIT**

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



## NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Wisconsin  
County of Brown

SS:

I, Guy Patzke residing in Green Bay  
(name of affiant) (name of municipality)  
in the County of Brown and State of Wisconsin of full  
age, being duly sworn according to law on my oath depose and say that:

I am Assistantat Secretary of the firm of Krueger International, Inc.  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid  
entitled RFP 22-10 Ergonomic Workplace Solutions  
(title of bid proposal), and that I executed the said proposal with  
full authority to do so that said bidder 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 named project; and that all statements contained in said proposal and in this  
affidavit are true and correct, and made with full knowledge that the \_\_\_\_\_  
Region 4 ESC relies upon the truth of the statements contained in said Proposal  
(name of contracting unit)  
and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Signature

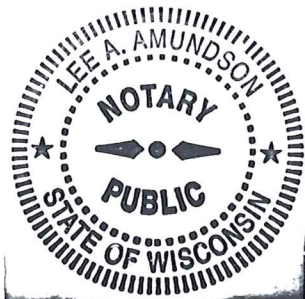
June 24, 2022

Guy Patzke, Assistant Secretary  
(Type or print name of affiant under signature)

Lee A. Brundson  
Notary public of

My Commission expires 10/24/22

(Seal)



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

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

**Proposal Certification:**

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

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

**Vendors must submit with proposal:**

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.


**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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- 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.*

June 24, 2002

***Date***

  
***Authorized Signature and Title***  
Guy Patkze, Assistant Secretary

Certification 23656

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

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

15-SEP-2021

to 15-SEP-2024

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



A handwritten signature in black ink, reading "Elizabeth M. Muoio", is positioned above the printed name of the State Treasurer.

ELIZABETH MAHER MUOIO  
State Treasurer



**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  
Guy Patzke, Assistant Secretary

June 24, 2022

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

DOC #4, continued

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	Krueger International, Inc.		
Address:	1330 Bellevue St		
City:	Green Bay	State:	WI Zip: 54302

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature

Guy Patzke

Printed Name

Assistant Secretary

Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Subscribed and sworn before me this 24 day of June,  
2022

(Notary Public)

My Commission expires:

*Lee A. Amundson*

*10/24/2022*

*Guy Patkze*  
(Affiant)

Guy Patkze, Assistant Secretary

(Print name &amp; title of affiant)

(Corporate Seal)



**Certification of Non-Involvement in Prohibited Activities in Iran**

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

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

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.



## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: **22-10 Region 4 ESC - Ergonomic Workplace Solutions**

VENDOR NAME: **Krueger International Inc.**

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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.

### CHECK THE APPROPRIATE BOX



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

**OR**



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

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

---

---

---

---

---

---

Duration of Engagement  
Anticipated Cessation Date

*\*Attach Additional Sheets If Necessary.*

### CERTIFICATION

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

Signature

**06/24/2022**

Date

**Guy Patzke, Assistant Secretary**

Print Name and Title

DOC #7

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

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

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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** KRUEGER INTERNATIONAL, INC.

**Trade Name:**

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

**Certificate Number:** 0092782

**Effective Date:** July 24, 1989

**Date of Issuance:** February 10, 2022

**For Office Use Only:**

20220210123202966

**EEOAA EVIDENCE**

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

**EEO/AA Evidence**

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

**One** of the following must be included with submission:

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

See the guidelines at:

[https://www.state.nj.us/treasury/contract\\_compliance/documents/pdf/guidelines/pa.pdf](https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf)  
for further information.

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

Name: Guy Patzke Title: Assistant Secretary

Signature:  Date: June 24, 2022

SECTION B - COMPANY IDENTIFICATION

1. Krueger International Inc  
1330 Bellevue Street  
Green Bay, WI 54302

2.a. Krueger International Inc  
1330 Bellevue Street  
Green Bay, WI 54302

SECTION C - TEST FOR FILING REQUIREMENT

1- Y 2- Y 3- Y DUNS= 032672651

SECTION E - ESTABLISHMENT INFORMATION  
NAICS: 337214 - Office Furniture (except Wood)  
Manufacturing

c. EIN= 391375589

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS		
			***** MALE *****					***** FEMALE *****								
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE		TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	10	0	0	0	0	0	0	2	0	0	0	0	0	12
FIRST/MID OFFICIALS & MGRS	3	0	141	0	0	0	0	0	1	48	0	0	0	0	1	194
PROFESSIONALS	1	1	157	0	1	3	1	1	0	124	0	1	2	0	1	292
TECHNICIANS	4	1	41	0	0	4	0	0	0	34	0	0	1	0	1	86
SALES WORKERS	4	1	58	0	0	0	0	0	1	58	2	0	1	0	0	125
ADMINISTRATIVE SUPPORT	1	3	45	1	0	0	0	0	0	188	1	0	3	0	0	242
CRAFT WORKERS	6	0	137	3	0	4	4	4	1	29	0	0	0	0	0	184
OPERATIVES	47	29	337	13	0	32	9	9	3	188	9	2	19	6	3	697
LABORERS & HELPERS	15	3	53	0	0	0	0	0	0	18	0	0	0	0	0	89
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	81	38	979	17	1	43	14	14	6	689	12	3	26	6	6	1921
PREVIOUS REPORT TOTAL	67	25	982	26	1	48	13	13	4	704	8	3	24	6	7	1918

SECTION F - REMARKS

DISCLOSURE: This submission contains confidential, commercial trade secret information and is not subject to disclosure under the Freedom of Information Act.

DATES OF PAYROLL PERIOD: 12/13/2021 THRU 12/26/2021

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: Elise Rommes  
EMAIL: ELISE.ROMMES@KI.COM  
EEO1 REPORT CONTACT PERSON: Elise Rommes  
EMAIL: ELISE.ROMMES@KI.COM

CERTIFIED DATE [EST]: 4/28/2022 1:01 PM

TITLE: Senior Human Resources & Compensation Manager  
PHONE: 920-468-2769  
TITLE: Senior Human Resources & Compensation Manager  
PHONE: 920-468-2769



DOC #9  
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 22-10

VENDOR/BIDDER: \_\_\_\_\_

**VENDOR'S/BIDDER'S REQUIREMENT  
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS  
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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



**CHECK THE APPROPRIATE BOX**

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



**OR**

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

**CERTIFICATION**

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

Signature

June 24, 2022  
Date

Guy Patkze, Assistant Secretary

Print Name and Title



## Exhibit H

### Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS**  
**INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
 CITY OF ADAIR VILLAGE, OR  
 CITY OF ASHLAND, OR  
 CITY OF AUMSVILLE, OR  
 CITY OF AURORA, OR  
 CITY OF BAKER, OR  
 CITY OF BATON ROUGE, LA  
 CITY OF BEAVERTON, OR  
 CITY OF BEND, OR  
 CITY OF BOARDMAN, OR  
 CITY OF BONANAZA, OR  
 CITY OF BOSSIER CITY, LA  
 CITY OF BROOKINGS, OR  
 CITY OF BURNS, OR  
 CITY OF CANBY, OR  
 CITY OF CANYONVILLE, OR  
 CITY OF CLATSKANIE, OR  
 CITY OF COBURG, OR  
 CITY OF CONDON, OR  
 CITY OF COQUILLE, OR  
 CITY OF CORVALLI, OR  
 CITY OF CORVALLIS PARKS AND RECREATION  
 DEPARTMENT, OR  
 CITY OF COTTAGE GROVE, OR  
 CITY OF DONALD, OR  
 CITY OF EUGENE, OR  
 CITY OF FOREST GROVE, OR  
 CITY OF GOLD HILL, OR  
 CITY OF GRANTS PASS, OR  
 CITY OF GRESHAM, OR  
 CITY OF HILLSBORO, OR

CITY OF INDEPENDENCE, OR  
 CITY AND COUNTY OF HONOLULU, HI  
 CITY OF KENNER, LA  
 CITY OF LA GRANDE, OR  
 CITY OF LAFAYETTE, LA  
 CITY OF LAKE CHARLES, OR  
 CITY OF LEBANON, OR  
 CITY OF MCMINNVILLE, OR  
 CITY OF MEDFORD, OR  
 CITY OF METAIRIE, LA  
 CITY OF MILL CITY, OR  
 CITY OF MILWAUKIE, OR  
 CITY OF MONROE, LA  
 CITY OF MOSIER, OR  
 CITY OF NEW ORLEANS, LA  
 CITY OF NORTH PLAINS, OR  
 CITY OF OREGON CITY, OR  
 CITY OF PILOT ROCK, OR  
 CITY OF PORTLAND, OR  
 CITY OF POWERS, OR  
 CITY OF PRINEVILLE, OR  
 CITY OF REDMOND, OR  
 CITY OF REEDSPORT, OR  
 CITY OF RIDDLE, OR  
 CITY OF ROGUE RIVER, OR  
 CITY OF ROSEBURG, OR  
 CITY OF SALEM, OR  
 CITY OF SANDY, OR  
 CITY OF SCAPPOOSE, OR  
 CITY OF SHADY COVE, OR  
 CITY OF SHERWOOD, OR  
 CITY OF SHREVEPORT, LA  
 CITY OF SILVERTON, OR

**c) Qualification and Experience**

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

**Who We Are**

At KI, we believe knowing our customers helps us serve you better. So we listen, observe and develop an understanding of your unique needs. Nothing gives us more satisfaction than helping you make smart furniture decisions.

**OUR FOUNDATION**

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

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

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

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

**OUR PROMISE**

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

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

**CORPORATE HEADQUARTERS**

1330 Bellevue St  
PO Box 8100  
Green Bay, Wis. 54308-8100



ii. **Describe Offeror's reputation in the marketplace.**

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

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

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

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

To support these needs, KI furniture has a reputation for durability, functionality and versatility. These qualities are inherent across KI's diverse product portfolio, which includes seating (guest, stack, task, lounge, student, healthcare, tandem, stools), tables (multipurpose, powered, height-adjustable, cafeteria, occasional), architectural walls, desks and desking systems, workspace panels and systems, files and storage, casegoods, fixed and auditorium furniture, library furniture, residence hall furniture and accessories.

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

**Account Management**

We are transparent when it comes to your project, because we know your credibility is on the line, which means our integrity is, too. That's why we provide you with a dedicated account support team to assist with your needs, earn your trust and develop enduring relationships that go much deeper than a business transaction.

While you will have one main point of contact, know that an entire team will be working on your behalf. The cross-functional team includes tenured industry professionals who specialize in executing large and complex projects. The team is selected based on your needs, so in addition to your sales representative and customer service representative, team members may also be selected from design, manufacturing, finance or any other area of the business that could positively impact the outcome of your project.

**CENTRALIZED PROJECT MANAGEMENT**

KI's centralized approach to project management, offers clients a variety of critical benefits, including:

- Intimate project knowledge and local representation
- Access to an experienced corporate team of project managers
- Access to a dedicated client support team, along with a single point of contact
- Complementary CAD and other support services (including revisions)
- Continuity and consistency in project management practices
- Centralized data management



### LOCAL SUPPORT

Your sales specialist is based out of your geographic area and can respond to your needs in person, if necessary. This person is responsible for your account as well as specific projects you have in progress and will work with you one-on-one to develop account management plans, discuss projects in progress, perform site reviews, etc. The sales specialist can also engage, when necessary, with his or her district sales leader who can provide account support while ensuring project integrity from start to finish.

### CORPORATE SUPPORT

Located in our headquarters in Green Bay, Wis. is a team of individuals working together on your behalf. Your main one point of contact will be your project coordinator. This person will handle the day-to-day needs of your project, including coordinating design services and drawings, specifications and quotes, scheduling, mock-ups, shipment logistics and installation services. In addition, this person will engage with a network of people to ensure your project goes smoothly:

- **Sales Operations Manager:** This person will provide additional support, including designation of resources and project coordination logistics from implementation to completion. The SOM will also monitor any post-project activity.
- **Additional Support Services** (no additional fee)
  - AutoCAD/Design: Production of 2D/3D elevations and renderings for the project. If you are working with an architect, interior designer or dealer, furniture symbols (2020, Giza, Revit) are available to download on ki.com.
  - Technical Support: A design engineer and manufacturing engineer are available to provide technical documentation such as assembly instructions as well as assistance or training during your installation and/or maintenance process.
  - Design Services: Sometimes standard product doesn't quite meet your unique needs. In those instances, you can turn to our personalized solutions option. We can collaborate with you on the modification of an existing product or development of a new product.

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

### CORE MARKET FOCUS

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

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

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



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

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

- vii. Provide a minimum of 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, years serviced, description of services and annual volume.

Entity name	<b>Lumen Technologies</b>
Contact name and title	Bill Wilson Sr. Vice President Real Estate
Contact phone	720-888-3317
email	bill.wilson@lumen.com
City	
State	Colorado
Years serviced	2015 to current
Description of services	Supplying and installation of furniture and Wall
Annual volume	\$2M



Entity name	<b>Taconic Investment Partners</b>
Contact name and title	George Tsapelas Vice President
Contact phone	516-448-5911
email	gtsapelas@tacon.com
City	New York
State	New York
Years serviced	On going
Description of services	Supplying and installation of furniture and Wall
Annual volume	\$100,000+ annually



Entity name	<b>Mississippi Dept of Medicaid</b>
Contact name and title	Karen Simmons Dealer Partner
Contact phone	601-594-7311
email	karensimmons@bijackson.com
City	Jackson
State	Mississippi
Years serviced	2007 to current
Description of services	Supplying and installation of Wall products
Annual volume	\$500K




Entity name	<b>MN Department of Human Services</b>
Contact name and title	John Duffert
Contact phone	651-431-4350
email	
City	St. Paul
State	Minnesota
Years serviced	2007 to current
Description of services	Supplying and installation of Wall
Annual volume	\$1.0M



Entity name	<b>Harper College</b>
Contact name and title	Steve Petersen Campus Architect
Contact phone	847-925-6255
email	speterse@harpercollege.edu
City	Palatine
State	Illinois
Years serviced	2002 to current
Description of services	Provide furnishings and Demountable Walls for all campus environments
Annual volume	\$200K per year



- viii. If Offeror anticipates Participating Public Agencies will sign a service agreement, Offeror must include their company's standard service agreement with their RFP response.

KI does not require an additional standard service agreement to be signed.

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

Since the very beginning, KI has been doing more than manufacturing furniture. We've been listening. Learning. Helping our customers create unique and inspiring spaces for the people they serve. Not simply because that's our business. But because that's how we can make a difference in the lives of others—for our customers and end users, our own people and the communities we call home.

### **Our Design Philosophy**

#### **Human-Centered Design, Customer-focused Solutions**

Furniture design—crafting the elements that make up the spaces where work, learning and life can happen—can really only be about one thing: the people who will interact with and rely on that furniture within their environment. At KI, that's what drives our design philosophy. We're here to help you create products and spaces that are specific to you, designed around the people you serve.



**d) Value Add**

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

**1. Infinity from KI**

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



**2. Square Foot Calculator**

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

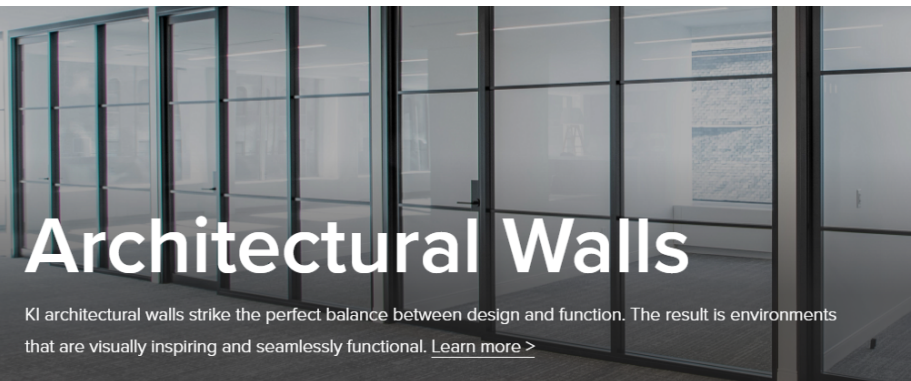


Each application requires a designated amount of square footage and calculates the total space allocation for open workspace, private workspace, community space and classrooms. In total, the calculator tool will provide the total square footage required, along with estimated square foot cost, for selected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

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







### 3. Movable Wall Education Program

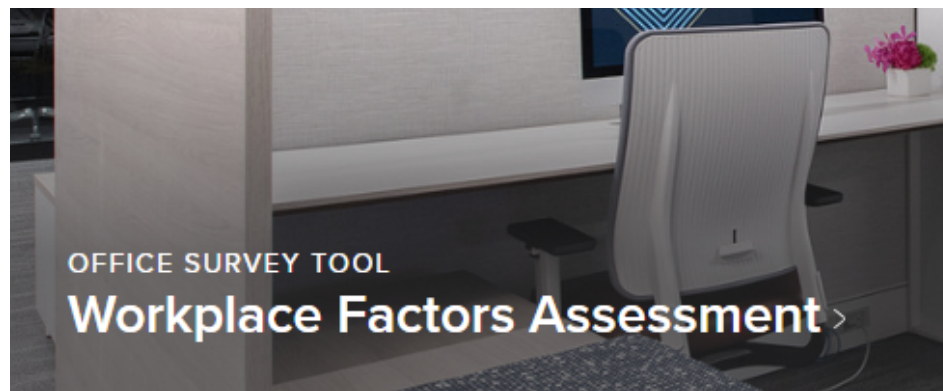
#### The Program Details

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

### 4. Space Auditing

#### The Program Details

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



### 5. In-Service Program

#### The Program Details

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





**Appendix C**  
**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

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

**OPEN RECORDS POLICY**

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

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

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

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

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

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

June 24, 2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Signature & Title  
Guy Patzke  
Assistant Secretary

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

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

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

**Company**

Krueger International, Inc.

1330 Bellevue St

PO Box 8100

**Address**

Green Bay

Wisconsin

54308-8100

**Phone**

920.468.8100

**Fax**

920.468.2781

**Contact**



**Signature**

Andrew Van Straten

**Printed Name**

Contract Manager

**Position with Company**

**Official  
Authorizing  
Proposal**



**Signature**

Guy Patzke

**Printed Name**

Assistant Secretary

**Position with Company**

## **Implementation of House Bill 1295**

### **Certificate of Interested Parties (Form 1295):**

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

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

#### **Filing Process:**

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

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

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

#### **Electronic Filing Application:**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### **Frequently Asked Questions:**

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

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

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

**Certificate Number:**  
2022-891328

**Date Filed:**  
05/25/2022

**Date Acknowledged:**

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

Krueger International, Inc.  
Green Bay, WI United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region 4 Education Service Center

**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.**

22-11  
Wall System Solutions

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

**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)



**Texas Government Code 2270 Verification Form**

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

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

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

Krueger International, Inc., a contractor engaged by

Insert Name of Company

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

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

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

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

  
\_\_\_\_\_  
Signature of Named Authorized Company Representative  
Guy Patzke, Assistant Secretary

June 24, 2022  
\_\_\_\_\_  
Date