

General Terms and Conditions of Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc. ("**CCOG**"), Krueger International, Inc. ("**Winning Supplier**"), and Equalis Group, LLC ("**Equalis**" or "**Equalis Group**"). Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "Party" or in the plural "Parties."

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued a request for proposal ("RFP") on behalf of Equalis Group Participants and solicited responses from companies ("**Respondent**") for furniture solutions with related products and services and awarded a contract to Winning Supplier as a responsible Respondent whose proposal was most advantageous to CCOG. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

H. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

2. TERMS & CONDITIONS

2.1. Personnel & Equipment. The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services to all Program Participants throughout the Term of this Master Agreement and any Customer Agreement.

2.2. Supplemental Agreements. Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant and/or Program Participant to further define the terms and conditions of purchasing Products & Services (“**Customer Agreement**”). Notwithstanding the foregoing, by ordering products or services under this Master Agreement, all terms and conditions of this Master Agreement will be incorporated into a resulting Customer Agreement unless the Customer Agreement as mutually agreed between Winning Supplier and the Program Participant states otherwise. Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.

2.3. Pricing

a. Not-To-Exceed Pricing. All contract pricing is “*Not-To-Exceed Pricing*” where Members will receive pricing that does not exceed the per unit pricing provided by the Respondent in Attachment B. Winning Supplier may adjust pricing lower if needed, without any approval needed, but cannot exceed the pricing on their contract price list.

b. Pricing Adjustments. No price increases are permitted within the first ninety (90) days of this contract’s Effective Date. Should it become necessary or proper during the Term of this Agreement to make any change in design or any alterations that will increase expense, Equalis Group must be notified immediately. Price increases must be approved by CCOG and no payment for additional materials or services, beyond the amount stipulated in the Agreement, shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter.

It is Winning Supplier’s responsibility to keep all pricing up to date and on file with Equalis Group. All price changes must be provided to Equalis Group, using the same format as was accepted in the original contract.

c. Rates & Charges. The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in contract price list. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier’s cost proposal.

2.4. The Term. This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the “**Effective Date**”). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the “**Termination Date**”) unless extended, terminated, or cancelled as set forth in the Master Agreement (the “**Initial Term**”). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a “**Renewal Term**”) unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the “**Extended Term**”). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the “**Term**.”

2.5. Formation of Contract

a. **Respondent Contract Documents.** CCOG and Equalis Group will review proposed Respondent contract documents. Respondent's contract document shall not become part of CCOG and Equalis Groups' contract with Respondent unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.

b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, the components of the Winning Supplier's proposal, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.

d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

e. **Order of Precedence.**

1. General terms and conditions of Master Agreement;
2. Specifications and scope of work, as awarded;
3. Attachments and exhibits to the Master Agreement;
4. The solicitation and all attachments thereto; and
5. The Respondent's proposal and all attachments thereto.

2.6. **Confidentiality.**

a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers

with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.

b. Exceptions. Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

2.7. Indemnification. Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group, administrators, employees, and agents ("**Indemnified Parties**") against all claims, damages, losses and expenses ("**Claims**") arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later performance under the contract, including any Customer Agreements with Program Participants ("**Losses**").

2.8. Winning Supplier Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

2.9. Termination Rights. The Parties shall have the termination rights set forth below.

a. Insolvency. If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.

b. **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

c. **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices.

2.10. Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

2.11. Audit of Winning Supplier. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

2.12. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

2.13. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

a. **Addresses for Notices.** Written notices for the Winning Supplier will be sent to the remittance address provided with the Winning Supplier's proposal.

i. If to **CCOG**:

The Cooperative Council of
Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

ii. If to **EQUALIS**:

Equalis Group, LLC.
Attn: Eric Merkle, SVP
5550 Granite Parkway,
Suite 298
Plano, Texas 75024

2.14. Waiver. Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

2.15. Governing Law; Invalidity. This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

2.16. No Third-Party Beneficiaries; Survival of Representations. This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

2.17. Execution in Counterparts. This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

2.18. Nondiscrimination & Intimidation.

a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any

employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.

c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

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REQUEST FOR PROPOSALS:

Furniture Solutions with Related Products & Services

RFP #:

COG-2152

ISSUED BY:

The Cooperative Council of Governments

On Behalf of Equalis Group

6001 Cochran Road, Suite 333

Cleveland, Ohio 44139

DATED:

October 13, 2023

SECTION TWO:

Proposal Submission Documents, Technical Proposal, Cost
Proposal and Other Required Forms

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PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal.

The below documents can be found in Section 2; Proposal Submission and Required Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- ☒ **Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- ☒ **Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- ☒ **Proposal Form 3: Diversity Vendor Certification Participation**
- ☒ **Proposal Form 4: Certifications and Licenses**
- ☒ **Proposal Form 5: Unresolved Findings for Recovery**
- ☒ **Proposal Form 6: Mandatory Disclosures**
- ☒ **Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- ☒ **Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- ☒ **Proposal Form 9: Clean Air Act & Clean Water Act**
- ☒ **Proposal Form 10: Debarment Notice**
- ☒ **Proposal Form 11: Lobbying Certification**
- ☒ **Proposal Form 12: Contractor Certification Requirements**
- ☒ **Proposal Form 13: Boycott Certification**
- ☒ **Proposal Form 14 Federal Funds Certification Forms**
- ☒ **Proposal Form 15 FEMA Funding Requirements Certification Form**
- ☒ **Proposal Form 16: Arizona Contractor Requirements**
- ☒ **Proposal Form 17: New Jersey Requirements**
- ☒ **Proposal Form 18: General Terms and Conditions Acceptance Form**
- ☒ **Proposal Form 19: Equalis Group Administration Agreement Declaration**
- ☒ **Proposal Form 20: Master Agreement Signature Form**

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

1.1.1. Company Name:	Krueger International, Inc.	
1.1.2. Corporate Street Address:	1330 Bellevue St, Green Bay, WI 54302	
1.1.3. Website:	ki.com	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Company founded in 1941. December of 1980 became incorporated as Krueger Inc. Became Krueger International, Inc. (DBA KI) in 1988. Other names KI has operated under are Krueger Metal Products.	
1.1.5. Primary Point of Contact. Provide information about the Respondent representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Kelli Plamann
	Title:	Proposal Program Manager
	Phone:	920.468.2719
	E-Mail Address:	Kelli.plamann@ki.com
1.1.6. Authorized Representative. Print or type the name of the Respondent representative authorized to address contractual issues, including the authority to execute a contract on behalf of Respondent, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	Guy Patzke
	Title:	Assistant Secretary
	Phone:	920.468.8100
	E-Mail Address:	Guy.patzke@ki.com

1.2. Financial Strength & Legal Considerations

1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters.	<p>Annual sales for the three previous fiscal years.</p> <p>2020 - \$567,267,000</p> <p>2021 - \$638,173,000</p> <p>2022 - \$738,920,000</p> <p>Please find the KI 2022/2021 Condensed, Consolidated Balance Sheets and Consolidated Statements of Income, AON Risk Services surety letter and J.P. Morgan Chase Bank, N.A. line of credit letter attached for your review.</p> <p>(1.2.1 Financial Strength)</p>
Note: If the information disclosed in your response is considered "Trade Secret" as defined in Ohio Revised Code, Respondents may mark the information as a "Trade Secret" and the response	

will be redacted from any future use of the RFP response.	
1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	NA
1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	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 the ability to perform under this bid or contract.
1.3. Industry Qualifications	
1.3.1. Company Identification. How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	Manufacturer
1.3.2. Manufacturer Authorization. If your company is best described as a distributor, dealer, reseller, or similar entity please certify that your organization is authorized to sell the products and services at the price points disclosed in this proposal.	NA
<p>1.3.3. Authorized Distributors, Agents, Dealers, or Resellers. Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p>NOTE: Respondents intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u></p>	<p>KI distributes its products through a national and global network of Key Dealer Partners. Cultivated through a shared sense of commitment to providing extraordinary service, these alliances offer dedicated project management. KI provides extensive in-house services to support these dealers and the end user, KI's ultimate customer.</p> <p>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.</p> <p>KI is able to provide products and services in all U.S. Territories and outlying areas.</p> <p>Please reference the Authorized Distributors Dealers attachment for your review.</p> <p>1.3.3 Authorized Distributors Dealers</p>
1.3.4. Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver	KI is a manufacturer, but not only do we make the products, we have the capability to fulfill these orders direct to the member or through a local distributor of their choosing. KI also has the ability to service direct through our Service subsidiary, KI

<p>the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>Corporate Services, a one stop shop. Our network of dealer partners is independent.</p> <p>Fulfillment Freedom – While we offer space planning, shipping, and installation services, we will never limit you to working with agencies owned or affiliated strictly with KI. Rather, we will gladly collaborate and coordinate with any partner, dealer and/or installation entity YOU choose. KI does not prescribe to preset distribution channels. Rather, we deploy local KI representatives to work directly with you. This KI approach provides alternative procurement methods that allow you, not the manufacturer, to determine the best means to manage ordering and fulfillment activities. It also provides you the opportunity to reduce costs via bypassing the traditional dealer/“middleman” model, if required.</p> <p>This client-centric business model is the engine that continues to drive the KI growth and client satisfaction. Ultimately, clients appreciate the flexibility to make purchasing and fulfillment decisions according to their needs versus what may be most expedient for the manufacturer.</p>
<p>1.3.5. Industry Experience. How long has your company provided the products and services outlined in your proposal? What percentage of your company’s revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>OUR FOUNDATION</p> <p>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.</p> <p>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, university, educational, healthcare, and government markets.</p> <p>Today, 82 years later, 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.</p> <p>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.</p> <p>Annual Sales per GPO and State contracts vary from \$100K - \$150 Million.</p>

<p>1.3.6. Geographic Reach. Describe your company's <u>current</u> service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>KI is authorized to sell and provide services in all 50 states, the District of Columbia, Canada and more. KI is not limited to any geographical area.</p> <p>KI can service all Equalis Group participating entities throughout the United States.</p>
<p>1.3.7. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses</u>.</p>	<p>Please find the KI license per state attached for your review. KI is authorized to sell products and provide services in all 50 states, the District of Columbia, and Canada. KI complies with applicable federal, state, local, and industry laws for each purchasing member wherever they are located.</p> <p>KI does work with third party certified service providers and obtains license verification and insurance certificates for all providers whom we work with.</p> <p>Please reference the Certifications and Licenses attachment for your review.</p> <p>1.3.7 Certifications and Licenses</p>
<p>1.4. Public Sector Experience</p>	
<p>1.4.1. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold or are authorized to sell through (if contracts are held with a manufacturer) and the annual revenue through those contracts in each of the last three (3) calendar year.</p> <p>NOTE: Please exclude information and data associated with Federal or GSA contracts.</p>	<p>KI holds cooperative purchasing agreements with groups such as Sourcewell, NASPO, OMNIA and TIPS. KI also holds up to 24 State contracts. A growing number of States have adopted several cooperatives and KI Furniture as their lead-state contract. Annual Sales per GPO and State contracts vary from \$100K - \$50 Million.</p> <p>KI is a privately held, 100 percent employee-owned company, we prefer to keep certain information confidential. However, KI defines our business as what we term as “Core Markets”. To be a KI Core Market, we must maintain one of the top 3 positions or are able to attain one of the top 3 market share position in a relatively short number of years. Higher Education, K-12 and Government markets are all Core Markets for KI. KI has an experienced team in place that follows this market share and is extremely committed to maintaining and growing those positions.</p>
<p>1.4.2. Education Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>The percentage of sales KI has in the educational sector over the past 3 years is between 50% and 75%.</p> <p>Supporting the development of world-class learning and campus environments has been – and always will be – at the very core of KI. It's what we do best. We work with our educational partners to persistently grow our knowledge, understanding and experience with the Higher Education market. This helps us support a “customer of one” experience</p>

	<p>and develop a road map for future innovation specific to your unique learning experience.</p> <p>From cyberspace to physical space, KI understands the needs of higher learning. We're at the forefront of new ways to design and deliver responsive educational spaces with innovations that complement today's current educational concepts and university furniture that supports the learning environments of the future – fluid, interactive, engaging.</p> <p>Year after year, KI has experienced growth within the educational sector. Part of the KI vertical market strategy is the education markets, which currently the combined sales ranks 1 and 2 within the KI vertical markets.</p>
<p>1.4.3. Government Success. What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>The percentage of sales KI has in the government sector over the past 3 years is between 5% and 25%.</p> <p>The KI product offerings allow for State and Local government to choose functional, quality products without sacrificing styles and collaborative trends.</p> <p>KI experiences sales growth in the Government sector year on year. (This growth does not include KI's Prison Industries programs).</p>
<p>1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ol style="list-style-type: none"> Customer contact person and their title, telephone number, and email address; A brief description of the products and services provided by your company; Customer relationship starting and ending dates; and, Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<p>Contact: Stacy Sawyer Title: Institutional Project Executive Telephone number: (978) 934-5988 Email: stacy_sawyer@uml.edu Brief description: University of Massachusetts at Lowell: Costello Relationship dates: 2020 – ongoing</p> <p>Contact: Eric Bascom Title: Senior Account Executive Telephone number: (314) 432-4242 Email: eric@lexingtongroupinc.com Brief description: Town of Ludlow: Senior Center furniture and installation. Relationship dates: 2020 - ongoing</p> <p>Contact: Enrae Johnson Title: Supply Assistant Telephone number: 912.876.1727 Email: enrae.johnson@fsyca.org Brief description: Georgia Department of Defense: Lobby/Office Furniture. Relationship dates: 2020 - ongoing</p> <p>Contact: Yolanda McCormack Title: Real Estate Projects Manager at County of Alameda Telephone number: (510) 272-3780</p>

	<p>Email: yolanda.mccormack@acgov.org Brief description: Alameda County Main Account: Assessor Satellite Office - 7600 Dublin Blvd STE270 Relationship dates: 2021 - ongoing</p> <p>Contact: Clementine Garrett Title: Buyer, Purchasing Services Telephone number: 909-652-6706 Email: clementine.garrett@chaffey.edu Brief description: Chaffey Community College District: Language Arts: LA-100, LA-106, LA-108 - Learn2 Doni. Relationship dates: 2021 - ongoing</p>
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2. Products & Services

2.1. Products & Services

2.1.1. *Product & Services Description(s).* Provide a detailed description of the products and services you are offering as a part of your proposal.

Your response may include, but is not limited to, information related to product or market focus, differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.

IMPORTANT. This description along with the products and services included in the **Attachment B – Cost Proposal** will be utilized to define the overall products and services available under a resulting contract.

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.

It’s your environment. Your brand. Your people. That’s what we design for. Human-centered design is the heart of our design philosophy. It’s an approach built on empathy and understanding. Getting to know your specific needs—who will use the space, and how they’ll interact with it—then tailoring your environment to meet those needs. And it results in better solutions, because they’re designed for the very people you’re intending to serve.

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

Whether you're furnishing a school, workplace, healthcare center or government facility, each space presents its own nuances and challenges. At KI, we've spent decades learning about each of these core markets. We apply that knowledge to designing furniture that meets each market's specific requirements for aesthetics, durability, functionality, flexibility and technology integration. We invite you to experience how we can collaborate to meet your furniture needs.

Higher Education – Designs that deliver responsive learning spaces. Fluid, Interactive and Engaging

	<p>K-12 Education – supporting an active, learning-centered design approach. Insightful, Responsive Educational Spaces</p> <p>Workplace Solutions – supporting employees needs and workplace design. That Make Business Sense</p> <p>Government – solutions for federal, state and local branches. At KI, We Simplify the Complex</p> <p>Healthcare – supporting patients, family and staff. A Shared Dedication</p> <p>Product Portfolio</p> <p>Contract furniture solutions for any environment</p> <p>The KI 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 armchairs, 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.</p>
<p>2.1.2. Value-Add or Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>These are the times for Infinity From KI™, an innovative process for modifying or co-creating original furniture solutions in close partnership with customers.</p> <p>Infinity From KI is a continuum of both design and manufacturing steps that let customers efficiently and effectively input their unique ideas into the development process. It’s a process that lets them see their ideas come to life as distinctive furniture solutions designed for them and with them.</p> <p>A CUSTOMER-FOCUSED PROCESS.</p> <p>Infinity From KI is a customer-engaged design process that results in an all-new product reality. It empowers customers to create bold, new, personalized solutions that are value engineered from the start to be exactly what customers imagine they could be. This process creates the lowest cost of ownership and the highest user satisfaction possible.</p> <p>Let’s examine the unlimited possibilities that can be generated through the Infinity From KI process. This paper discusses how and why organizations can go beyond today’s commonplace products to instead modify or co-create solutions developed</p>

	<p>exclusively for their unique spaces, brands and business objectives.</p> <p>Let's also review the best-practice process borne out of KI data and experience. It's a design-space continuum that ensures a successful ideation process, followed by an efficient manufacturing process, to deliver customer solutions like nothing else.</p>
<p>2.1.3. Open Market Products. Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>	<p>KI will assist in the procurement of "Sourced Goods" (non-KI product) provided that the majority of the order is made up of KI Products. These items would be sold at cost plus a percentage.</p> <p>A modified product is altering an existing KI product to create a more original solution, one that uniquely satisfies a need. Modification satisfies a very specific requirement identified at the outset of a project—whether that's creating a unique function, designing a custom aesthetic, reducing footprint, shaving off cost and more.</p> <p>A co-created product solution is a completely new idea designed specifically for you or your client in full collaboration with KI. It requires working in partnership on concepts and creating an entirely new, differentiating, or proprietary solution from scratch—one that's totally unique to your space or brand. These items would be quoted on a case-by-case basis.</p>
<p>2.1.4. Warranty. Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <u>Attachment B – Cost Proposal</u>.</p>	<p>KI's 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.</p> <p>Labor Warranty</p> <p>Further subject to the limitations set forth below, KI warrants that the KI product will be installed in compliance with all manufacturer specifications. If, during the ninety (90) days immediately following initial installation, KI reasonably determines that one or more aspects of the KI product was not installed according to manufacturer specifications, KI shall, at KI's expense, reinstall the affected components according to manufacturer specifications. KI shall be afforded reasonable access to all components suspected to require reinstallation in order to determine warranty coverage. Claims of alleged faulty installation made to KI outside the aforementioned ninety (90)-day period shall fall outside the scope of this warranty, and KI shall be under no obligation to provide any reinstallation services for untimely claims.</p> <p>Please reference the Rights and Warranties attachment for your review.</p> <p>2.1.4 Rights and Warranties</p>

3. Business Operations

3.1. Logistics

3.1.1. **Store & Showroom Locations; Distribution & Shipping Capabilities.**

Describe how supplier proposes to distribute the products & services in Respondent's defined geographic reach.

Your response may include, but is not limited to, information related to the number of store or showroom locations, distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.

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

MANUFACTURING FACILITIES & PRODUCT

Wisconsin

Green Bay - Task Seating and Stack Chairs
Green Bay - Transportation Hub
Bonduel - Seating and Tables
Manitowoc - Architectural Walls and Systems

United States

High Point, NC - Executive Task Seating, Lounge Seating and Occasional Tables

International

Pembroke, Ontario, Canada - Storage and Residence Hall Furniture

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

KI on time shipping – 95.6% YTD 2023. KI sets a goal for on time shipping on a yearly basis, the goal for 2023 is 98.8%. KI prides itself on the quality products produced at each KI location as well as the high level of service provided to customers. KI

	<p>pursues the highest degree of excellence in the design process of durable products, in the manufacturing processes for consistent, on-time delivery of products that meet the demands of customer specifications and in information processes through customer service.</p> <p>Quick Ship Programs Abbreviated lead-times are available for many of KIs product lines. Quick ship programs allow customers to purchase product in a reduced manufacturing time frame. The parameters of KIs Quick Ship Program vary per product line, but as a general rule follows a two-week lead-time from the time the order is entered into KIs production schedule until the time the product ships from the manufacturing facility. Purchasing guidelines for quick ship products include maximum order quantities and limited finish selection options.</p> <p>KI realizes that meeting delivery dates and lead-times is critical to overall project success. To ensure quoted lead-times and on-time delivery, KI is involved in all aspects of the shipping process. KI support team members will work with contact personnel to coordinate all facets of the project including production lead-times, shipping, delivery and installation. KI team members collaborate directly with the manufacturing facility to achieve time-line milestones.</p> <p>If an emergency arises, KI support team members will work directly with the manufacturing facility to achieve an agreeable time-line for emergency orders.</p>
3.2. Customer Service	
<p>3.2.1. Customer Service Department. Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>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 Equalis Group purchasing program. Overviews of those areas are indicated below:</p> <p>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.</p> <p>CORPORATE HEADQUARTERS Green Bay, Wis. Employees: 659</p> <p>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:</p>

	<ul style="list-style-type: none"> - Directly contacting customers or potential customers. - Assisting in evaluating a need and offering KI solutions. <p>Corporate Project and Service Coordinators and other Support Teams - When a customer places a call to the KI customer service departments, a member of the KI Welcome Center 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.</p> <ul style="list-style-type: none"> - 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 Equalis Group 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. <p>This includes monitoring accounts from implementation to completion as well as any post project activity.</p> <ul style="list-style-type: none"> - KI Corporate Services - KI Corporate Services team supports KI projects nationwide and has been in service for over 25 years. <p>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.</p> <p>Give us a call at 800-424-2432 Monday through Friday between 7:30 a.m. and 5:00 p.m. CST or email us anytime at SalesOps@ki.com.</p>
3.3. Customer Set Up; Order & Invoice Processing; Payment	
3.3.1. Proposal Development, Order, and Invoice Process. Describe your company's proposal development, order, and invoice process.	<p>KI will use the tools of Salesforce.com to store Equalis contract terms and discounting. Salesforce.com is tied to the KI proprietary quoting system, once the Equalis contract number is loaded into the system, Salesforce.com auto feeds the discounting into the required Product fields of the quote.</p> <p>KI is composed of a team of inside sales specialists, Regional Sales Representatives, and a robust Dealer network. A select number of dealer partners have access to the proprietary quoting program and are trained on its use. All other Dealer partners must request a quote from KI to ensure contract discounting compliance.</p>

	<p>KI strives to provide excellent customer experience and finds great value in allowing the customer to determine their comfort level when administering a purchase order. The customer would determine if they would go direct to the manufacturer or go through their trusted Dealer network. Either way, KI ensures that the end-user's price is always based on the awarded contracted discount.</p> <p>The unique Equalis contract number that is applied are noted on the quote cover page and urged to be mentioned on the Members purchase order as an extra measure to insure correct pricing. Once a PO and accompanied quotation is received by the KI order entry team, they log in the order and the order information including the Equalis contract numbers. The system has programing written to scan for the use of the Equalis contract and accrue the administration fee for future reporting and payment.</p> <p>On a monthly basis, or whatever is required in the contract, the KI Contract Management department will run the reporting based on all the Equalis contracts and input the data into the Equalis sales usage templates. The sales total is calculated based upon the agreed upon administration fee and a check from the accrued account is cut and accompanied by the sales usage report to the remittance address of Equalis.</p> <p>KI has invested resources into programing a proficient way to have our procurement programs and automations take the guess work out of the compliances. These enhancements have helped make a good process, great and we are not about to stop there. Every year the KI team looks at how we can reinvest our efforts into making a customer's experience better. To KI a customer is defined as our internal team and partners, and anyone affiliated with KI and its business. Our goal is to continue to grow and find ways to make working with KI an effortless experience.</p> <p>Invoicing Process KI's standard invoicing method is to invoice individual purchase orders at the time of product shipment.</p> <p>Payment Options and Terms Payment Options:</p> <ol style="list-style-type: none"> 1. Corporate Credit or Purchasing Card (Full payment at time of order) P-Cards are accepted at time of order placement only, order needs to be \$500 or less and be paid in full. No additional fees will be charged for using creditor P-cards. 2. EFT – Electronic Funds Transfer or Bank Wire 3. Direct Payment via check, money order, or bank check 4. Leasing Options available
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	<p>Payment Terms</p> <p>KI payment terms are net 30. KI is set up to accept Electronic Fund Transfers (EFT). No early payment of EFT discounts are available.</p>
<p>3.3.2. <i>Financing.</i> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>Yes, KI offers a lease finance option. The first and last monthly payments are required at the time of signing. Lease quotations subject to National Cooperative Leasing credit approval. Rates are based upon current market and subject to change without notice.</p> <p>Contact KI for a quote.</p>
<p>3.4. Sustainability, Reclamation, and Recycling Initiatives</p>	
<p>3.4.1. <i>Sustainable Company Initiatives.</i> Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>KI is a part of the U.S. EPA Green Power Partnership program. Members of the Green Power Partnership are supported by the EPA in terms of tailored education programs that assist in understanding the considerable influences and benefits of green power. This program also assists in locating vendors and suppliers related to green power and helps with carbon footprint reduction instruments.</p> <p>In order to reduce our transportation emissions, a portion of our trucking fleet is SmartWay certified under the U.S. EPA. SmartWay program. EPA's SmartWay program helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation efficiency.</p> <p>In 2017, KI joined PrintReleaf, a platform that converts paper usage into actual trees. PrintReleaf measures our paper consumption totals, then calculates our paper footprint which is equal to a specific and accurate number of trees. As we print, KI replants trees in forests that need it most around the world. Since joining PrintReleaf, KI has planted 3,665 trees in places such as California, Canada, Ireland, Dominican Republic, Brazil, India, Mexico, and Madagascar.</p> <p>KI'S Canadian facility in Pembroke, Ontario is ISO 14001 certified. ISO 14001 is an internationally agreed standard that sets out the requirements for an environmental management system. It helps organizations improve their environmental performance through more efficient use of resources and reduction of waste.</p> <p>Please reference the KI Social Responsibility Report attachment for your review. 3.4.1 2022 Social Responsibility Report</p>
<p>4. <u>PRICING</u></p>	
<p>4.1. Cost Proposal</p>	

<p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.</p>	<p>KI is offering a discount from manufacturer's current list delivered catalogs.</p> <p>In a continuing effort to improve efficiency and reduce our environmental impact, KI will no longer offer printed price lists. KI price lists are now available in electronic format (PDF) only. These price lists are also available at https://www.ki.com/designresources/document-library/ to download. It is best to rely on the electronic (PDF) versions of the price lists to ensure that you and your members are viewing the most recent pricing.</p> <p>As a manufacturer of commercial educational/office furniture, KI offers numerous options in colors, fabrics, laminates, styles, paint finish for every product we sell. Providing sku # for every option would entail literally millions of sku numbers. Product selections can be provided by KI Representatives or through our extensive dealer network.</p>
<p>4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>Once contract award is received, KI will set up the new contract in our Contract database –</p> <p>Salesforce.com.</p> <p>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.</p> <p>Salesforce.com Support System</p> <p>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:</p> <ul style="list-style-type: none"> • 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 <p>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.</p>

<p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Respondent's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
<p>4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>The KI pricing policy is to always provide the "BEST PRICE" on all its products, which eliminates the need for rebates, incentives, or additional discounts. It is the KI intent to provide CCOG and its members with the "BEST PRICE", based on the terms and conditions, as documented in the Pricing offer.</p> <p>Projects may be reviewed on a project by project basis or per request to see if there would be an opportunity to provide a different discount not to exceed discount offered.</p>
<p>4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</p>	<p>Yes, Products quoted as "Delivered Pricing", no additional cost will be given. 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.</p> <p>Freight Terms KI reserves the right to select the "best way" shipment methods and means (including, but not limited to, determination of the carrier, method of shipment, and routing). Standard delivery shall be dock-to-dock delivery and shall occur Monday through Friday, 6:00 a.m. to 12:00 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.</p> <p>Accessorial Fees: Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following:</p> <ul style="list-style-type: none"> • A need for special delivery equipment, including lift gates • The absence of a loading dock • Re-direction or re-consignment of product • Detention charges • Street unloads • Improper refusal of product


	<ul style="list-style-type: none"> • Afterhours/weekend installation • Union labor rates if required <p>No, Auditorium /Fixed Seating & Demountable Walls – Architectural products are not quoted with transportation and are quoted on a project-by-project basis.</p>
<p>4.1.6. Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p>NOTE: For a definition of Open Market Items, please refer to <u>Part One, Section 5.4 – Other Pricing Scenarios.</u></p>	<p>KI will assist in the procurement of “Sourced Goods” (non-KI product) provided that the majority of the order is made up of KI Products. These items would be sold at cost plus a percentage.</p> <p>A modified product is altering an existing KI product to create a more original solution, one that uniquely satisfies a need. Modification satisfies a very specific requirement identified at the outset of a project—whether that’s creating a unique function, designing a custom aesthetic, reducing footprint, shaving off cost and more.</p> <p>A co-created product solution is a completely new idea designed specifically for you or your client in full collaboration with KI. It requires working in partnership on concepts and creating an entirely new, differentiating, or proprietary solution from scratch—one that’s totally unique to your space or brand. These items would be quoted on a case-by-case basis.</p>
<p>4.1.7. Total Cost of Acquisition. Identify any components included in the total cost of acquisition that are <u>NOT</u> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Respondent.</p>	<p>Installation is not included.</p> <p>Architectural products are not quoted with installation and transportation charges. Installation and transportation charges are quoted on a project basis. (Wall and Fixed seating product lines).</p>
<h2>5. <u>GO-TO-MARKET STRATEGY</u></h2>	
<h3>5.1. Respondent Organizational Structure & Staffing of Relationship</h3>	
<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. 	<p>Contract Manager/ Primary Contact ANDY VANSTRATEN Contract Manager P: 920.468.2394 E: andy.van.straten@ki.com ki.com</p> <p>Sales Leader DALE HALVERSON District Leader P: 713.880.2329 M: 281.782.8584 E: dale.halverson@ki.com ki.com</p> <p>Financial Reporting</p>

<p>***Indicate who the primary contact will be if it is not the Sales Leader.</p>	<p>ANDY VANSTRATEN Contract Manager P: 920.468.2394 E: andy.van.straten@ki.com ki.com</p> <p>Marketing KELLI PLAMANN Proposal Program Manager P: 920.468.27193 E: kelli.plamann@ki.com ki.com</p>
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>KI Sales Representatives - 206 total</p> <p>Locations</p> <p>Eastern Region (Region 1) CHRIS GRIFFIN Regional VP of Sales - Eastern Region P: 920.406.3421 M: 920.737.8722 E: christopher.griffin@ki.com ki.com</p> <p>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</p> <p>Central Region (Region 2) CHAD LAMBERT Regional VP of Sales - Central Region P: 913.261.8354 M: 913.523.6231 E: chad.lambert@ki.com ki.com</p> <p>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</p> <p>Western Region (Region 3) Patrick Welch Regional Vice President, Western Region M: 415.999.6334 E: patrick.welch@ki.com ki.com</p> <p>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</p>

	<p>CORE MARKET FOCUS</p> <p>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:</p> <ul style="list-style-type: none"> • College and University • K-12 • Medium and Large Business • Healthcare • Federal and State Government <p>By zeroing in on these core markets, we are able to design furniture solutions and support services that address the needs specific to each.</p>
5.2. Contract Implementation Strategy & Expectations	
<p>5.2.1. <i>Contract Expectation.</i> What are your company's expectations in the event of a contract award?</p>	<p>Our overall goal, if awarded, is to continue to grow our ability to offer public agencies functional products with the latest designs and highest quality. Our ability to listen and understand the customer's needs will continue to be one of our main goals in the relentless drive to make the Customer's experience with KI effortless.</p> <p>We believe that being awarded a contract, we will continue to grow our presence within our core markets. We believe we can continue to grow our Educational, Government, and non-profits accounts by making them aware of the benefits of both Equalis Group and KI.</p>
<p>5.2.2. <i>Five (5) Year Sales Vision & Strategy.</i> Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; how you will market the contract, including deployment of the contract on your company website; how you will market the contract, including deployment of the contract on your</p>	<p>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.</p> <p>The strategy to immediately implement the Master Agreement as one of the Company's go to market Strategies for Public Agencies, to include, but not limited to:</p> <p>Marketing Plan Notification of Award:</p> <ul style="list-style-type: none"> - KI Senior Management advised - KI Communications Department works with CCOG/ Equalis Group on appropriate public relations announcement - Announcement of award sent to KI field sales team

<p>company website; and the time frames in which this will be completed.</p>	<ul style="list-style-type: none"> - KI Operations works with CCOG/ Equalis Group 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 CCOG/ Equalis Group from award announcement to contract date) - Addition of CCOG/ Equalis Group to appropriate marketing collateral. Appropriate links established from KI websites to CCOG/ Equalis Group site - Quarterly conference calls with KI's Senior Management and CCOG/ Equalis Group's contract Administrator to review goals and objectives if required - Monthly meeting with KI Sales Management to review project opportunities to leverage CCOG/ Equalis Group contracts - Updates and education on the CCOG/ Equalis Group contract will be conducted bi-annually at the KI International Sales Meeting Web Ex to Field Sales and Internal Support announcing CCOG/ Equalis Group contract Award - Overview of the CCOG/ Equalis Group Contracts - Identify members and steps to access member information - Identify lead generation activity related to CCOG/ Equalis Group members - Identify products available to CCOG/ Equalis Group members - Education on discount structure - Education on proper documentation to ensure CCOG/ Equalis Group member is identified on order - Identify contact team to field questions - Identify CCOG/ Equalis Group field support and means to access for support <p>Marketing Agreement: Participating Agencies Notification of Award:</p> <ul style="list-style-type: none"> - KI Communications Department works with CCOG/ Equalis Group on appropriate public relations announcement - Announcement of award sent to KI field sales team and appropriate industry publications - Addition of CCOG/ Equalis Group to appropriate marketing collateral and appropriate links established from KI websites to CCOG/ Equalis Group within the first 90 days - Identify CCOG/ Equalis Group's annual Conferences, if any/ 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 CCOG/ Equalis Group to review contract performance and other contract opportunities to support members
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	<p>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 Equalis Group 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 customers. 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 Equalis Group's regional representation in order to build a synergy that will enhance the Customers overall experience.</p>
<p>5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>2-3% incremental growth year on year as the contract is established within the market.</p>
<p>6. <u>ADMIN FEE & REPORTING</u></p>	
<p>6.1. Administration Fee & Reporting</p>	

<p>6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p>Please provide your organization's proposed Administrative Fee percentage or structure.</p> <p>NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement</u>.</p>	
<p>6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>KI can confirm and will meet the reporting requirement of a monthly reporting and payment.</p>
<p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that you sales organization provides and Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>Salesforce.com is communication tool used between the field sales organization and customer support at the corporate office. It gives real-time updates and instructions where needed and helps in product management, reporting, and contract management.</p> <p>Salesforce allows the company to provide one view of the customer to its internal employees and Sales Associates. All KI sales and support roles have visibility to the accounts, contract pricing, and contacts that interact with KI personnel in the order-to-cash cycle. They also have collaborative technology to share information on opportunities and cases.</p> <p>Equalis Group members that have a direct account, the KI contract number is listed on the account. This contract number will automatically appear on their orders when they</p>

	<p>are entered. If the Equalis Group contract number is noted on the order or on the quote from the sales rep, then that contract number is entered on the order.</p> <p>The KI Process for tracking sales from distributors and/or dealers:</p> <ol style="list-style-type: none"> 1. On a weekly basis, reports of orders that are entered during the previous week are printed. 2. The end-user is determined on each order by checking the order notes, ship to address, purchase order or by emailing the sales rep/dealer for clarification. 3. The end-user of each order is then checked against the Equalis Group member list. If the end-user is listed on the membership lists, the contract number is added to the order. 4. At the end of the quarter, the EDI report is run, which captures all orders during that quarter with the Equalis Group contract number listed on it. 5. When a dealer would have purchased for a member, the contract number is listed in the notes and all the member information is then listed on the report. 6. Showcase query is then used to put the EDI information into the Excel document. 7. The report is then again checked one last time to make sure end-users are still an existing member of Equalis Group. The member's name, address and member numbers are also check for accuracy. 8. When all final checks are completed, the report is sent via email to Equalis Group. 9. The admin fee and letter are then mailed to Equalis Group.
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1.2.1 Financial Strength

KRUEGER INTERNATIONAL, INC. AND SUBSIDIARIES

Condensed, Consolidated Balance Sheets December 31, 2022 and 2021 (Amounts in thousands)

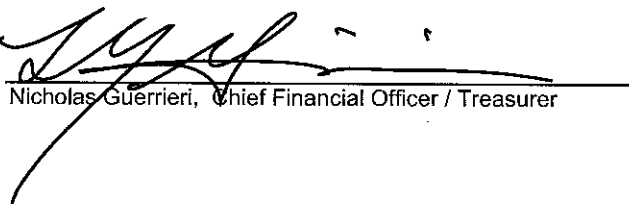
	2022	2021
Current Assets	\$ 206,181	\$ 184,685
Other Assets	118,835	113,156
Total Assets	<u>\$ 325,016</u>	<u>\$ 297,841</u>
Current Liabilities	\$ 153,167	\$ 115,477
Long-Term Liabilities	265,642	304,635
Total Liabilities	418,809	420,112
Stockholder's Deficit	(93,793)	(122,271)
Total Liabilities and Stockholder's Deficit	<u>\$ 325,016</u>	<u>\$ 297,841</u>

Consolidated Statements of Income Years Ended December 31, 2022 and 2021 (Amounts in thousands)

	2022	2021
Net Sales	\$ 738,920	\$ 638,173
Cost of Sales	512,769	434,196
Gross Profit	226,151	203,977
Selling, General and Administrative Expenses	166,422	146,601
Other Income (Loss), Net	(2,913)	3,179
Income Before Interest Expense and Income Taxes	56,816	60,555
Interest Expense	15,315	27,415
Income Before Income Taxes	41,501	33,140
Provision for Income Taxes	1,027	2,058
Net Income	<u>\$ 40,474</u>	<u>\$ 31,082</u>

The above information has been taken from the audited financial statements of Krueger International, Inc. and Subsidiaries as of December 31, 2022 and 2021. An unmodified audit opinion was issued on those statements by Baker Tilly US, LLP, Appleton, WI dated March 23, 2023, which are available for review at the Corporate Office in Green Bay, WI. If you have any questions or comments, please contact the undersigned at 920-468-8100.

Krueger International, Inc. and Subsidiaries

By: 
Nicholas Guerrieri, Chief Financial Officer / Treasurer



10700 West Research Drive, Suite 450
Milwaukee, WI 53226

1175 Lombardi Avenue, Suite 350
Green Bay, WI 54304

Brian Krause
O + 414.225.5393
M + 414.331.6252
brian.krause@aon.com

August 15, 2023

**Re: Krueger International, Inc.
Surety Prequalification**

To Whom It May Concern:

We are providing this information at the request of our principal.

Aon Risk Services, Inc. has provided bid and performance bonds on behalf of Krueger International, Inc. for over 20 years, currently through Argonaut Insurance Company ("Argo Surety"). Argo Surety is willing to consider bonds for projects up to \$10,000,000 with an aggregate bonded backlog of \$50,000,000. Capacities of this size and potentially larger would be available under conditions acceptable to both Krueger International, Inc. and Argo Surety.

We hold the company in the highest regard and consider the entire organization to be highly skilled and professional. It is our opinion that Krueger International, Inc. is well qualified to provide valued resources to construction project they undertake.

This letter is not to be construed as an agreement to provide surety bonds for any particular project but is offered as an indication of our past experience and confidence in this firm. Any specific request for bonds will be underwritten on its own merits.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Brian L. Krause".

Brian L. Krause
Director of Surety



May 25, 2023

Krueger International, Inc.
1330 Bellevue Street
Green Bay, WI 54302

To Whom It May Concern:

Please accept this letter as verification that J.P. Morgan Chase Bank, N.A. has had a lending relationship with Krueger International, Inc. since April 2018. To date, the Line of Credit has been maintained satisfactorily and is in good standing with J.P. Morgan Chase Bank, N.A.

Currently, Krueger International, Inc. has a total Line of Credit Commitment of \$175,000,000.00, of which approximately \$106,000,000.00 is available. The credit relationship remains in good standing, with a maturity date of June 30, 2027.

Should you have any questions, please contact me at 414-977-6722.

Regards,

Patrick Reardon

Patrick J. Reardon
Vice President



RIGHTS AND WARRANTIES

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

EXCLUSIONS

This warranty does not cover:

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

NOTATIONS

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

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



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

Butcher Block Wood	15
Fabrics (includes all Woven, Polyurethane, Vinyl and Leather) -	
KI In-Grades and Pallas Textiles (excluding those below)	3
Laminate HPL - high pressure laminate (excluding markerboard)	15
Laminate LPL - thermally fused laminate	5
Markerboard Laminate	3
Mesh	15
Pallas Haven, Juggernaut, and Lull	5
Phenolic Resin	15
Removable Fabric Covers (fabric, zippers and optional nylon handles)	3
Sure-Chek Moisture Barrier	3
Veneer	15

ACCESSORIES / COMPONENTS

All Terrain Screens	Lifetime
Cable Management - Vertical Cable Manager	15
Casters	15
CPU Holders	15
Electrical Components -	15
4-Port, 4-Trac System, Activ8, Byrne Interlink®	
System, Byrne Sequence®, Fixed Table 4-Wire System,	
Isle Power Tower, Layer Power Tower, Pattern System, Qi,	
Undermount R8, USB Charger, Power Modules (Ashley Duo,	
Dean, Dean® Qi, Dubbel, Mini-Tap, Nacre, Node, PowerUp,	
Snap-in RPT, Villa)	
Flat Screen Monitor Arms	15
Foam	15
Glides (excluding Felt)	15
Glides - Felt	1
Intellect Wave Cantilever Chair Rocker Kit	15
Keyboard Mechanisms	5
Lighting	5
Pneumatic Cylinder (except Cafeteria at 5 years)	12
Ruckus Totes and Tote Rails	5
Tablet Arm	15
Tattoo Screens	Lifetime
Universal Screens	10
Worksurface Embedded Storage - Smartlift	5
Zoetry	Lifetime

BENCHING SYSTEM

Connection Zone	Lifetime
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CAFETERIA FOLDING TABLES

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

CASEGOODS

Aristotle (excludes laminate)	Lifetime
Aristotle Laminate - thermally fused laminate (LPL)	5
Likha (limited)	12

DESKING

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

DOLLIES

Caddies - Seating	15
Caddies - Tables	15

FILES AND STORAGE

(Storage warranties exclude drawer slides at 15 years)	
Drawer Slides	15
700 Series	Lifetime
All Terrain	Lifetime
Balance	Lifetime
Bobbr	Lifetime
Connection Zone	Lifetime
MyPlace Curved Shelving	15
Ruckus	15
Tattoo	Lifetime
Universal Overhead	Lifetime
U Series	Lifetime

FOLDING CHAIRS

Folding Chairs	5
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INSTITUTIONAL SEATING/TABLES

DuraLite	5
ValueLite	5

LIBRARY FURNITURE

CrossRoads	15
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MARKERBOARDS (vertical dry-erase surfaces)

Connection Zone Mobile Screen	5
Ruckus Whiteboards - dry-erase surface	5
Ruckus Whiteboards - mobile cart and accessories	15
All Other Markerboards	5



OCCASIONAL TABLES

Affi	Lifetime
C-Table and C-Table Max	15
Calida	Lifetime
Flex	Lifetime
Hub	Lifetime
Lyra	Lifetime
MyPlace	Lifetime
MyWay	Lifetime
Sela	Lifetime
Soltice	Lifetime
Soltice Metal	Lifetime
Sway	Lifetime
Tattoo	Lifetime
Zoetry	Lifetime

PATIENT ROOM SEATING

Bariatric

Affi	Lifetime
Soltice	Lifetime
Soltice Metal	Lifetime
Zoetry	Lifetime

Recliners

Affin (excludes central locking caster mechanism, recliner mechanism, heat/massage and USB components)	Lifetime
Soltice (excludes central locking caster mechanism, recliner mechanism, heat/massage and USB components)	Lifetime
Central Locking Caster Mechanism	5
Recliner Mechanism	10
Heat/Massage and USB Components	2

Sleepers and Daybeds

Affin (excludes sleeper mechanism)	Lifetime
LaResta Daybed (excludes daybed mechanism)	Lifetime
Soltice (excludes sleeper mechanism)	Lifetime
Sleeper and Daybed Mechanisms	5

PODS

WiggleRoom Pod (excludes ceiling light, occupancy indicator LED light bulb, dimmer switch, fan carpet, door closer mechanism and motion sensor)	10
WiggleRoom Stool	10
Ceiling light, occupancy indicator LED light bulb, dimmer switch, fan, carpet, door closer mechanism and motion sensor	1
WiggleRoom Super Structure (excludes ceiling light, fan, wireless light switch and wireless motion sensor)	10
Ceiling light, fan, wireless light switch and wireless motion sensor	1

RESIDENCE HALL FURNITURE

RoomScape	Lifetime
Mattresses	1

SEATING

Auditorium Seating

Concerto	15
Lancaster	15

Benches

Kurv	15
Zoetry	Lifetime

Classroom

Imaginasium	15
Intellect Wave	15
Learn2	15
Ricochet	15
Ruckus	15

Fixed Seating / Lecture Hall

Jury Base	15
Seminar Tables	15
Sequence	15
Sequence HD	15
Single Pedestal	15
University	15

Guest Seating

Affi	Lifetime
Doni	15
Impress	15
Impress Ultra	15
Katera	15
LimeLite Wood Leg	15
Sift	15
Soltice	Lifetime
Soltice Metal	Lifetime
Zoetry	Lifetime

Lounge

Affi	Lifetime
Calida	Lifetime
Gladly	Lifetime
Hub	Lifetime
Jessa	Lifetime
Jubilee	Lifetime
Lyra	Lifetime
MyPlace	Lifetime
MyWay	Lifetime
Sela	Lifetime
Soltice	Lifetime
Soltice Metal	Lifetime
Sway	Lifetime
Tattoo Slim	Lifetime
Zoetry	Lifetime



Terms Conditions Rights and Warranties

Updated September 1, 2023



SEATING

Multiple Seating

Affi	Lifetime
Promenade - indoor	15
Promenade - outdoor	3
Soltice	Lifetime
Soltice Metal	Lifetime

Stack and Nesting

Apply	15
Doni	15
Grazie	15
Katera	15
LimeLite	15
Maestro	15
Opt4	15
Ruckus	15
Strive	15
Torsion Air	15
Torsion on the Go!	15

Stools

600 Series	15
Medical and Laboratory	15

Tandem

Doni	15
Grazie	15
LimeLite	15
Strive	15
Zoetry	Lifetime

Task

Apply	15
Altus Conference	15
Altus Task (24/7)	15
Diem	15
Doni (24/7)	15
Grazie (24/7)	15
Impress	15
Impress Ultra	15
Intellect Wave	15
LimeLite	15
Oath	15
Pilot (24/7)	15
Ruckus	15
Sift	15
Signia (24/7)	15
Strive (24/7)	15
Torsion Air	15

SYSTEMS

Panel Systems

StudioWorks	Lifetime
System 3000	Lifetime
Unite	Lifetime
WireWorks	Lifetime

Power Distribution System

Trellis	Lifetime
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TABLES - contract

Athens	Lifetime
Barron	Lifetime
Backbone	Lifetime
DataLink System	Lifetime
Genesis - fi ed	Lifetime
Genesis - height adjustable	5
InTandem	Lifetime
Intellect Activity Table	Lifetime
Pillar	Lifetime
Pirouette (includes Pirouette HA)	Lifetime
Portico	Lifetime
Ruckus Activity Table	15
Ruckus Worktable	15
Serenade	Lifetime
Smart Lift (excludes worksurface embedded storage)	Lifetime
Stout	15
Tattoo	Lifetime
Toggle - fi ed	Lifetime
Toggle - height adjustable	10
Trek	Lifetime
WorkUp - fi ed	Lifetime
WorkUp - height adjustable	5

WALLS

Evoke	10
Genius	10
Lightline	10

PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Respondent's proposal submission. Respondents are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Respondent's Cost Proposal must include the information requested in **Section 5 – Cost Proposal & Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Respondents that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: ☐ Yes ☒ No

List certifying agency:

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

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

List certifying agency:

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: ☐ Yes ☒ No

List certifying agency:

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: ☐ Yes ☒ No

List certifying agency:

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: ☐ Yes ☒ No

List certifying agency:

f. Other

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

List certifying agency:

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Please also list and include copies of any certificates you hold that would show value for your response and was not already included with the requested information above.

Wisconsin	Business Registration	600-0000536053-06
	Dept of Financial Institutions (Company ID)	1K10745
	Income Tax Withholding	418431
	Unemployment Insurance	416025
	Oneida Nation License	131425
	Sales Tax Registration (seller's permit)	456-0000536053-03
	Federal ID Number	39-1375589
	CAGE Number	9J388
	DUNS Number	03-267-2651

Please find attachment 1.3.7 Certificates and Licenses for all state licenses.

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1.3.7 Form 4 Certificates and Licenses

Krueger International Inc
List of Registrations
As of November 2014

State	City or Type of Registration	Number
Alabama	Secretary of State	F/C 936-213
	Seller's Use Tax	SLU-R000740351
	Contractor's License	S-42186
Alaska	Business License(OEI)	174527
Arizona	Transaction Privilege Tax License	20049220
California	Secretary of State	C1640071
	Use Tax	SC OHA 30-655521
	City of Santa Monica Business License	148709
	City of Irvine Business License	BUS10-00618
	San Francisco Business License	318157
	Bedding License (Green Bay Plant)	MFG 7448
	Bedding License (Bonduel Plant)	MFG 158651
	Bedding License (Tupelo Plant)	MFG 162754
	Contractor License (CSLB)	858336
	Contractor License (DIR)	1000003256
EXP 5/31/2014	Environmental Fee Number	42-093326
Canada	GST Registration for NRI Pallas orders where KI is importer	871445474RT0001
Colorado	Use Tax	03-70706-0000
Connecticut	Sales Tax	5661202-000
	Bedding License(Green Bay Plant)	MFG.PA.0024176.WI
	Bedding License(Bonduel Plant)	MFG.PA.0028247.WI
	Bedding License(Tupelo Plant)	MFG.PA.0028248.MS
Delaware Contractor License		07-81375-22
District of Columbia	Secretary of State	892154-FBU
	Business Tax Registration	0146140-001
	Use Tax	350000018217
Florida	Secretary of State	F01000006244
	Sales Tax	78-8012402694-5
	City of Miami Business Tax Receipt	192483-0002
	Miami-Dade County Business Tax Receipt	688711-2
Georgia	Sales Tax	175-407561
	Atlanta Business License	136265LGB
Hawaii General Excise Tax License		W20085986-01
Illinois	Secretary of State	F 5551-854-8
	Use Tax	2109-1749
	City of Chicago Business License	201839
	IL Dept of Human Rights Number (IDHR)	94027-00 (exp 2/17/16)
Indiana	Secretary of State	1993080273
	Use Tax	0004262980-001
Iowa	Contractor Registration	89732-04

Krueger International Inc
List of Registrations
As of November 2014

State	City or Type of Registration	Number
	Use Tax	2-00-141814
Kansas	Withholding Tax ID Number	036391375589F01
Kentucky	Secretary of State	0843710
	Sales Tax	348453
Louisiana	Sales Tax	2132520-001
St. Tammany, LA	Sales Tax	32001141
East Feliciana, LA	Sales Tax	5712
Lincoln Parish, LA	Sales Tax	12260
Orleans Parish, LA	Sales Tax	102764099
City of Baton Rouge, LA	Sales Tax	00885821
Lafayette Parish, LA	Sales Tax	00046718
Calcasieu Parish, LA	Sales Tax	00041440
Allen Parish, LA	Sales Tax	38-03776
LaFourches, LA	Sales Tax	650-00-40-30718
Rapides, LA	Sales Tax	00113262
Tangipahoa, LA	Sales Tax	0024250
Caddo Parish, LA	Sales Tax	37502
Terrebonne Pairsh, LA	Sales Tax	65049E04000103
Ouachita Parish, LA	Sales Tax	412697
Vernon Parish, LA	Sales Tax	10423
Bossier Parish, LA	Sales Tax	01003983
St. Charles, LA	Sales Tax	00053227
St. Martin. LA	Sales Tax	0011618
Jefferson Parish, LA	Sales Tax	50230513
Concordia Parish, LA	Sales Tax	01007870
La Salle Parish, LA	Sales Tax	06005178
West Baton Rouge Parish, LA	Sales Tax	0031310
Plaquemines Parish, LA	Sales Tax	0015929
Jefferson Davis Parish, LA	Sales Tax	00014622
Livingston Parish, LA	Sales Tax	0024250
Iberia Parish, LA	Sales Tax	00885821
Bernard Parish, LA	Sales Tax	0000-5114226
	Secretary of State	40551598F
Maine	Sales Tax	1135944
	Withholding Tax ID Number	39137558900
Maryland	Dept of Assessment ID	F5130224
	Bedding License	MD-0789
	Sales & Use Tax License	04641779
Massachusetts	Sales Tax	391375589*07*
	Bedding and Upholstery (Green Bay Plant)	MA-1797(WI)
	Bedding and Upholstery (Bonduel Plant)	MA-71279WI)
	Bedding and Upholstery (Tupelo Plant)	MA-8008
	Secretary of State	001027541
Michigan	Use Tax/WH Tax	ME-0163847
	NR Shareholder Tax	ME-0263847
	City of Detroit Bedding License(Green Bay Plant)	PA24176(WI)
	City of Detroit Bedding License(Bonduel Plant)	PA28247(WI)

Krueger International Inc
List of Registrations
As of November 2014

State	City or Type of Registration	Number
	City of Detroit Bedding License(Tupelo Plant)	PA28248(MS)
Minnesota	Sales Tax ID Number Vendor Registration	2614354 18809800104
Mississippi	Secretary of State Use Tax Tupelo Privilege License	00563520 141-01319-3 17616
Missouri	Secretary of State Use Tax	F00470086 14950537
Nebraska	Use Tax Nonresident Contractor Nonresident Contractor	02-8986762 32-8986762 32-9181407
Nevada	Nevada State Business License Use Tax License	NV20141696079 924853951-01
New Jersey	Business Registration Certificate (contractor) State/Casino Industry vendor ID number Taxpayer ID #/Sales Tax Public Works Contractor Business ID Number	0092782 51864 391-375-589/000 653248 0100-4363-46
New Mexico	State CRS ID(all taxes)	03-033238-00-9
New York	Department of State Sales Tax	1353147 39-1375589
North Carolina	Sales Tax Town of Pineville Privilege License City of Charlotte/ Mecklenburg County Privilege License Secretary of State	9010 600150356 001047 0199198 1156527
North Dakota	Secretary of State	18732000
Ohio	Secretary of State Use Tax Bedding and Upholstery License(Green Bay Plant) Bedding and Upholstery License(Bonduel Plant) Bedding and Upholstery License(Tupelo Plant)	1622303 99800507 PA 24176 WI PA 28247 WI PA 28248 MS
Oklahoma	Use Tax	619313
Oregon	Secretary of State Construction Contractors Board	515431-98
Pennsylvania	Sales Tax License Bedding & Upholstery License(Green Bay Plant) Bedding & Upholstery License(Bonduel Plant) Bedding & Upholstery License (Tupelo Plant)	80-726-432 00052 08431 08432

Krueger International Inc
List of Registrations
As of November 2014

State	City or Type of Registration	Number
	Taxpayer ID #	39-1375589/000
	Department of the State	2046507
Rhode Island	Bedding and Upholstery License (Green Bay Plant)	330
	Bedding and Upholstery License (Bonduel Plant)	8437
	Bedding and Upholstery License (Tupelo Plant)	9297
South Carolina	Sales Tax Retail License	099 37126 3
	City of Cayce Business License	000000000002595 301
South Dakota	Sales & Use Tax	1012-7051-ST
Tennessee	Use Tax	103601274
Texas	Sales Tax	1-39-1375589-1
	Secretary of State	801189830
Utah	Bedding and Upholstery License (Green Bay Plant)	1101-4022
	Bedding and Upholstery License (Bonduel Plant)	1101-223417
	Bedding and Upholstery License (Tupelo Plant)	1101-224656
	Sales & Use Tax	12315820-002-STC
Virginia	Secretary of State	F148136-7
	Use Tax	0013880468
	Contractor Class C License	2705063323
	City of Alexandria Business License	37589-01
	Arlington County Business License	035552700
	Loudoun County Business License	20100231
	Fairfax County Business License	1323274
	Bedding & Upholstery License (Green Bay Plant)	2093
	Bedding & Upholstery License (Bonduel Plant)	21168
	Bedding & Upholstery License (Tupelo Plant)	24348
West Virginia	Bedding & Upholstery License (Green Bay Plant)	0616
	Bedding & Upholstery License (Bonduel Plant)	4055
	Bedding & Upholstery License (Tupelo Plant)	5071
	State Tax Department Registration	2276-3968
Washington	Business License (UBI)	601 761 454
	Corporate Account ID	01073055
	City of Redmond Business License	RED00052007
	City of Sedro Woolley Business License	08-222190.0
	City of Seattle Business License	722755
	Construction Contractor	KRUEGII932C8
Wisconsin	Business Registration	600-0000536053-06
	Dept of Financial Institutions(Company ID)	1K10745
	Income Tax Withholding	418431
	Unemployment Insurance	416025
	Oneida Nation License	131425
	Sales Tax Registration(seller's permit)	456-0000536053-03

Krueger International Inc
List of Registrations
As of November 2014

State	City or Type of Registration	Number
	Federal ID Number	39-1375589
	CAGE Number	9J388
	DUNS Number	03-267-2651

PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Respondent warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Respondent whose name, or the name of any of the subcontractors proposed by the Respondent, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes
- ☒ No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Respondent from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Respondent's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. NA

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Respondents must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Respondent by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Respondent from consideration, such governmental action and a review of the background details may result in a rejection of the Respondent's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Respondent's performance of the work, and the best interests of Members.

Provide statement here. NA

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

☒ **Yes**

☐ **No**

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Respondent Response:

Dealer Network

KI has over 441 approved dealers and 50 approved dealer representatives that we would like to dedicate to the Equalis Group contract. Located throughout the United States and have the full support of each of the District Leaders at each of the 25 locations. Please find the attached 1.3.3 Authorized Distributors Dealers list for your review.

Authorized Dealers

N. EL

Corbett/NY 012818	Cofo	Joan Waters	Philadelphia/PA	Registration only	mwbe mwbe
	Commonwealth Business Interiors	Kathy Belton	Harrisburg/PA	Registration only	
Mid-Atlantic	Corporate Source	Matt Malinowski	Mt. Laurel/NJ	Registration only	7 locations in MD/VA small business Veteran owned
	Contract Furniture Solutions	Rob Galvin	Chalfont/PA	Registration only	
	County Business	Joe or William Lennon	Pennington/NJ	Registration only	
	Diversified Storage Solutions Inc.	Doug Kimenhour	Norristown/PA	Registration only	
	C.M. Eichenlaub	Shari DeLuca	Pittsburgh/PA	Registration only	
	Education Outfitters	Thomas Ferritino	Pipersville/PA	Registration only	
	GA Blanco	Robert Alexander	Clarksboro/NJ	Registration only	
	KAD Associates	Karen Tish	Colonia/NJ	Registration only	
	National Equip. & Facility Solutions NESF	Ryan Wagner	North Versailles/PA	Registration only	
	Office Basics		Moorestown/NJ	Registration only	
	Office Furniture Partnership (OFFP)	Bob Rigby	Morristown/NJ	Registration only	
	ARD dba/Paramount Facility Management Sols.	Michael Davis	Raritan/NJ	Registration only	
	Premier Office Solutions, Inc.	Joe Kolety	Willow Grove/PA	Registration only	
	PROACADEMY FURNITURE	Hatice Dinc	West Caldwell/NJ	Registration only	
	Source One	Steve Domeracki	Cherry Hill/NJ	Registration only	
	Today's Systems	Sam Strobeck	Bala Cynwyd/PA	Registration only	
	Tom Ford Associates	Tom Ford	Wall/NJ	Registration only	
Hansen/OH 002373	Tri-R	Rich Mack	Hainesport/NJ	Registration only	mwbe mwbe
	Whalen-Barez Group	Tim Whalen	Colts Neck/NJ	Registration only	
Corbett/NY 012818	WS Goff	Barry Goff	May's Landing/NJ	Registration only	NJ approved SBE NJ approved SBE WBE, WOSB
Mid-Atlantic	Accent Furniture	Arnold or Michael Gleasman	Albany/NY	Registration only	Balt. Metro
	Hummel's Office Plus	Chris Hayes	Norwich/NY	Registration only	
004707	(Mid-Atlantic States) American Design Assoc.	Gloria Scaraggi	Towson/MD	Registration only	SWaM SWaM
	American Office South, Inc	Greg Parsons	Glen Allen/VA	Registration only	
Hansen/OH 002373	Ask-Atk, LLC	Alphonso Nettles	Dulles/VA	Registration only	WOSB, SBE Registration only (Hanson Sidney) DC CBE MWBE WBE, DBE, Virginia SWaM MBE, Service Disabled Veteran, 8(a), SDB, SDVOSB, VOSB, EDWOSB, WOSB
	Barrows Business Environments	Josh Hurt	Roanoke/VA	Registration only	
	Bialek Environments dba	Bruce Jacobson	Rockville/MD	Registration only	
	Creative Office Environments		Charlottesville/VA	Registration only	
	Diversified Educational Systems	Mark Wyatt	Middleburg/VA	DC Public Schools	
	Douron Inc.	Paul Claudemans	Owings Mills/MD	Registration only	
	Forms & Supply, Inc.	Bill Waide	Charlotte/NC	Registration only	
	govSolutions, Inc	Donna Long	Virginia Beach/VA	Registration only	
	Innovative Business Interiors		Silver Spring/MD	Registration only/primarily non-profits	
	Interior Furniture Solutions	Mel Cerruti	Annapolis, MD	Registration only	
				VA - Counties of Loudoun, Arlington, Fairfax, Prince William	
	Interiors by Guernsey, LLC	Lynn Lyon	Charlilly/VA	(previously Systems Furniture Gallery	
	JMJ Workplace Interiors	John Massad	Richmond/VA	K-12 & Local Govt	
	Maryland Office Interiors (MOI Inc.)	Chris Heyden	Baltimore/MD	C. VA Priv. Schools	
	Millers Supplies at Work	Todd Mason	Lorton/VA	Registration only	
	Noble Office Furniture LLC	Deborah Firebaugh/Ken Garre	Roanoke/VA	Registration only	
	Randall Business Interiors, Inc	Kim Jacobs	Annapdale/VA	Registration only	
	Price Modern	Jorge Garayia	Baltimore/MD	Registration only	
	Spacesaver Systems, Inc. dba/ Workspace Design	Tom Metzfield	Kensington/MD	Registration only	
Hansen/OH 002373	Tactical Office Solutions, Inc.	Lee Ann Zelesnikar	Hampton/VA	Registration only	MD Richmond City Schools
	Turner Construction	Jeff Stovall	Largo, MD	Registration only	
002373	U.S. Business Interiors			SWAM by St of VA, SBA 8 (a) jeff@usbonline.com MBE, WBE, Certified 8a Small-Woman- Owned Business	Micro Bus. Cert. Small Woman Owned Bus.
	Washington Office Interiors LLC	Barbara Barry	Gaithersburg/MD	Registration only	
Hansen/OH 002373	Washington Workplace	John Murphy	Arlington/VA	DC metro non-K-12	MWBE
Hansen/OH 002373	American Interiors	Kathie Funk	Toledo/OH	Registration only	MWBE
	Elements IV Interiors	Mark Williams	Dayton/OH	Registration only	
Hansen/OH 002373	Geis Construction	Fred Geis/Renne Rini design	Streetsboro/OH	Registration only	MWBE

017671	IFR	Thomason's Inst.	Cincinnati/OH	Registration only	5 counties: Mahoning, Trumbull, Columbiana, Summit, Portage Edge Dealer
	Inddf	Jeff Lorimer	Youngstown/OH	Registration only	
	Innovative Office Solutions (IOS)	Eric Eyrink -Pres	Maria Stein/OH	Registration only	
	Kavanaugh's Office City	Bob Cavanaugh	Springfield/OH	Where approved for sales of Kl. Registration only	
	King Business Interiors, Inc	Katie King	Columbus/OH	Registration only	WBE and EDGE
	Loth, Inc.	Lori Hollandsworth	Columbus/OH	Registration only	
	Ohio Desk	Don Shepka	Cleveland/OH	St. Edwards only	
	ROF Group	Bryan Lindholz	West Chester/OH	Registration only	
	Shiffler/Martin Public Seating	Jim Martin	Seville/OH	Registration only	WBE
	Seagate Commercial Ints.	Karen Slawinski	Holland/OH	Registration only	
	The Bradley Company	Mark Bradley	Columbus/OH	Registration only	
Daniels/TN,KY					
007879	A&W Supply/School & Office Supply	Jon Johnson	Knoxville/TN	Registration Only	SBE & WBE but not registered
	A-Z Office Resource, Inc	Chris Giles	Columbia/TN	Registration Only	WBE
	Contract Furniture Alliance	Dawn Hicks	Knoxville/TN	Registration only	
	Danville Office Equipment Company	Dennis Spangler	Somerset/KY	Registration Only	
016253	SJH Hlgs/dba/Facility Planners Inc.	Lisa Brachey	Nashville/TN	Registration Only	WBE, WBENC, WOSB
	HST Interior Elements		Nashville/TN	Registration Only	
	JLS Assocs LLC/dba Genesis Interiors	Jessica Smeicer	Sevierville/TN	Registration Only	
	Nashville Office Interiors	Amy Taylor	Nashville/TN	Registration Only	
	Office Furniture Outfitters	Steve McPherson	Knoxville/TN	Registration Only	
048970	Synergy	Mike Moore	Nashville/TN	Registration Only	
Reis/MI					
025523	Custer Office Environments	Todd Custer	Grand Rapids/MI	Registration Only	
	Interior Environments	Steve Cojoi	Southfield/MI	Registration Only	
	ISCG	Stephanie Chyz	Royal Oak/MI	Registration Only	WBE
	Lori Howat (Subcontractor)	Lori Howat	Brighton/MI & Denver/CO	Registration Only	UD & BSD
	NBS Office Interiors	Ingrid Arms	Troy/MI	Registration Only	
	Project Dynamics, Inc. (DBA The Interior Group, Inc.)	Aaron LaCross	Milford/MI	Registration Only	
	WorkSquared	David Overberg	Traverse City/MI	Registration Only	
Binford/IN					
	BGI/WBE	Susan Binford	Indianapolis/IN	Registration Only	
	The 3 Leg Table Co.	Greg McDaniel	Indianapolis/IN	All counties of IN except the 5 northern counties.	
	The Hagerman Group	Greg Delagrang	Fishers/IN	Registration Only	
Jones/MS, AR, W. TN					
003916	Coleman's Office Products	Jack Dayer	Conway/AR	Registration only	
	Innerplan Office Interiors	Chris Certo	Little Rock/AR	Registration only	
046199	JC Educational Supply	Dan Jackson	Paris/TN	Registration only	
	Knowledge Tree	Andy Gattas	Memphis/TN	Registration only	
	Ledwell Office Solutions	Lesley Ledwell	Texarkana/TX	Registration only	
	MISSCO	Mel Edmonds	Jackson/MS	Registration only	
	Office Interiors of Memphis	Curt Carie	Memphis/TN	Registration only	
	Office Source	Joe Parker	Texarkana/TX	Registration only for the University of Memphis	
	Sayes Office Supply	Phil Jordan	Alexandria/LA	Registration only	
	South AR Business Solutions	Bruce Mitchell	Pine Bluff/AR	Registration only	
	Spaces Group LLC	Carol Johnson	Cordova/TN	Registration only	WBE, LOSB
	Times Herald Printing	Kevin Lewey	Forest City/AR	Registration only	
	Today's Office	Rhonda Bradley	Little Rock/AR	Registration only	
	Vnson Contract Sales	Chris Vinson	Brandon/MS	Registration only	
	X-Cel Business Products, LLC	Lonnie Yates	Memphis/TN	Registration only	MBE, SBE, LBE
Jones/LA					
	AOS - Associated Office Systems of LA Inc.		Baton Rouge/LA	Registration only	
	Arnold & Associates	Delisa Arnold	Baton Rouge/LA	Registration only	WBE
	Associated Office Systems	Shelby Russ	New Orleans/LA	Registration only	
036362	Frost Barber Inc	Richie Russ	Baton Rouge/LA	Registration only	
	General Office Supply	Richie Schega	Lafayette/LA	Registration only	
	IDI, Inc. dba Innovative Intelligent Design, Inc.		Lafayette/LA	Registration only	
	ML Bath	Keith Tordaro	Shreveport/LA	Registration only	

Lingle/KS, MO, S. IL

012230

[illegible]

Meeks/S. TX

043180

001701

Reinstall

	Camille Gordon	San Antonio/TX	Registration only	HUB
	LeRoy Jones	Houston/TX	Registration only	
	Jenna Perrone	San Antonio/TX	Registration only	HUB, MWBE
	Christine Sterling	Waco/TX	Registration only	
	Jere Luck	Houston/TX	Registration only	
	Frank Yench	San Antonio/TX	Registration only	HUB
	Alicia Bayliss	Houston/TX	Registration only	HUB
	J. D. Pedigo	Houston/TX	Registration & TX AM	HUB MWBE
	Jeff Monroe	Bryan/TX	Registration only	HUB, WBE
	Debbie Vera	San Antonio/TX	Registration only	
	Mike Schiller	San Antonio/TX	Registration only	
	James Strole	Comroe/TX		
	Kim Newsome	Lubbock/TX	Registration only	HUB
	Kevin Hardegree	Lubbock/TX	Registration only	WBE
	Bruce Wuiff	McKinney/TX	Registration only	HUB
	Alisha Gregg	Lubbock/TX	Registration only	WBE/HUB
	Sally Smith	Irving/TX	Registration only	
	multiple contracts		Registration only	
	William Webb	Carrollton/TX	Registration only	HUB, WBE
	Patrice Supulski	Fort Worth/TX	Registration only	HUB, WBE
	Tim Cox/Daphne Cox	Amarillo/TX	UNT and Registration only N. TX	
	Intelligent Interiors	Addison/TX	Registration only	
	Interior Resources Group (Texas Interior Resources LLC)	Dallas/TX	Registration only	
	J & S Equipment	Richardson/TX	Registration only	
	Lone Star Furnishings LLC	Plano/TX	Registration only	HUB
	McKinney Office Supply, Inc.	McKinney/TX	Registration only	HUB, WBE
	Monarch Office Furniture	Grand Prairie/TX	Registration only	
	Moore Supplies (Comm. Supp. Specs.)	Big Spring/TX	Registration only	
	M.T. Casey & Associates	Dallas/TX	Registration only	HUB
	Office Wise/Navajo Office	Amarillo/TX	Registration only	HUB, WBE
	Royer Commercial Ints/dba Royer & Schults	Fort Worth/TX	Registration only	
	Spencer and Company	Dallas/TX	Registration only	
	Tangram Interiors (formerly BKM)	Dallas/TX	Registration only	
	Tascosa Office Machines	Lubbock/TX	Registration only	
	Trinity Library Resources LLC	San Antonio/TX	Registration only	MBE/HUB
	West Enterprise/s West Office Supply	San Angelo/TX	Registration only	
	Wilson Office Interiors	Dallas/TX	Registration only	WBE/HUB
	WRG	Dallas/TX		
	Peter Lindsay	Roselle/IL	Registration only for N. IL counties only	
	Bradfield's Inc.	Peoria/IL	Registration only for N. IL counties only	
	Bradford Systems, Inc.	Bensonville/IL	Registration only for N. IL counties only	
	Business Furnishings LLC	South Bend/IN	Registration only for N. IN counties only	
	multiple contacts		Registration only for N. IL counties only	
	Randy Blackwell	Lombard/Chicago/IL	Registration only for N. IL counties only	
	Jennifer Esposito	Chicago/IL	Registration only for N. IL counties only	
	Susan Flaherty	Chicago/IL	Registration only for N. IL counties only	
	Greg Meyers	Aurora/IL	Registration only for N. IL counties only	
	Terri Wray	Itasca/IL	Registration only for N. IL counties only	
	Amie Svec	Evanston/IL	Registration only for N. IL counties only	
	Larry James Bruno	Chicago/IL	Registration only for N. IL counties only	
	Bill Cooper	Chicago/IL	Registration only for N. IL counties only	
	Pete Molenhouse	Batavia/IL	Registration only for N. IL counties only	
	Scott Mills	Palatine/IL	Registration only for N. IL counties only	
	David Welter	Bensonville/IL	Registration only for N. IL counties only	
	Brent Ochs	Kildeer/IL	Registration only for N. IL counties only	
	Rob Meyers	Woodridge/IL	Registration only for N. IL counties only	
	John Ewine	Mishawaka/IN	Registration only for N. IL counties only	
	David Sharp	Chicago/IL	Registration only for 5 N. IN counties only	
	Maggie McGuire	Hobart/IN	Registration only for N. IL counties only	WBE
	Storey Bruno	Des Plaines/IL	Registration only for N. IL counties only	SBE
	Anna Anderson	Rockford/IL	Registration only for N. IL counties only	
	Peter Lindsay	Virginia/MN	Registration Only	
	Burgher Office Systems		Registration Only	

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Companies responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Respondent's proposal being deemed nonresponsive to this RFP.**

I, Guy Patzke, hereby certify and affirm that Krueger International, Inc., has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, Guy Patzke, hereby certify and affirm that Krueger International, Inc., is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard *(as opposed to a record keeping or administrative standard)* in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, Guy Patzke, hereby certify and affirm that Krueger International, Inc., is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, Guy Patzke, hereby certify and affirm that Krueger International, Inc. either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Guy Patzke, hereby affirm that this proposal accurately represents the capabilities and qualifications of Krueger International, Inc., and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. *(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)*

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Respondent is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature: _____



Printed Name: Guy Patzke
Company Name: Krueger International, Inc.
Mailing Address: 1330 Bellevue St, Green Bay, WI 54302
Email Address: quote@ki.com
Job Title: Assistant Secretary

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Respondent, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name:	Krueger International, Inc.
Mailing Address:	1330 Bellevue St, Green Bay, WI 54302
Signature	
Title of Signatory:	Assistant Secretary

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

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

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Respondent that:

1. No Federal appropriated funds have been paid or will be paid 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 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:



Date:

November 14, 2023

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *Contractor's Employment Eligibility*

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. *Fingerprint & Criminal Background Checks*

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature:



Date:

November 14, 2023

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Respondent must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

esf 11.14.23

Does Respondent agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All Respondents submitting proposals must complete this Federal Funds Certification Form regarding Respondent's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.


For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item in this form, CCOG will consider the Respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Supplier Partner Violation or Breach of Contract Terms*

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

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

 11.14.23

Does Respondent agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

2. *Termination for Cause or Convenience*

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Respondent

will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

 11.14.23

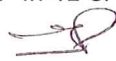
Does Respondent agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

3. *Equal Employment Opportunity*

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

 11-14-23

Does Respondent agree? [Click or tap here to enter text.](#)


(Initials of Authorized Representative)

4. *Davis-Bacon Act*

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 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, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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 Supplier Partner 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.


 11-14-23

Does Respondent agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

5. *Contract Work Hours and Safety Standards Act*

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

 11.14.23


Does Respondent agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

6. *Right to Inventions Made Under a Contract or Agreement*

If the participating agency's 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 or 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.

Supplier Partner agrees to comply with the above requirements when applicable.

 11.14.23

Does Respondent agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

7. *Clean Air Act and Federal Water Pollution Control Act*

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

 11.14.23

Does Respondent agree? [Click or tap here to enter text.](#)


(Initials of Authorized Representative)

8. *Debarment and Suspension*

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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR 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.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

 11.14.23

Does Respondent agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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 USC 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

 11.14.23

Does Respondent agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

 11-14-23

Does Respondent agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating

agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

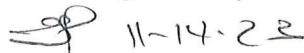
 11.14.23

Does Respondent agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the 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 are also prohibited.

 11-14-23

Does Respondent agree? [Click or tap here to enter text.](#)

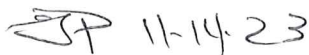
(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Respondent agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

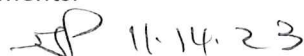
 11-14-23

Does Respondent agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

 11.14.23

Does Respondent agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

15. Applicability to Subcontractors

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

SP 11.14.23

Does Respondent agree? [Click or tap here to enter text.](#)

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:



Printed Name:

Guy Patzke

Company Name:

Krueger International, Inc.

Mailing Address:

1330 Bellevue St, Green Bay, WI 54302

Job Title:

Assistant Secretary

PROPOSAL FORM 15: FEMA FUNDING REQUIREMENTS CERTIFICATION FORMS

Please answer the following question. If yes, complete this Proposal Form.

In the event of a contract award, does the Respondent intend to make their products and services available to public agencies utilizing FEMA funds or seeking reimbursement from FEMA?	<input type="checkbox"/>	Yes
	<input checked="" type="checkbox"/>	No

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All bidders submitting proposals who desire to work with Members utilizing FEMA funds must complete this FEMA Recommended Contract Provisions Form regarding bidder’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Bidder should certify bidder’s agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

16. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), 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.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier 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.

Does Respondent agree?

(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier 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.”

Does Respondent agree?

(Initials of Authorized Representative)

17. Changes

FEMA recommends that all contracts include a changes clause 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 depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Respondent agree?

(Initials of Authorized Representative)

18. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Respondent agree?

(Initials of Authorized Representative)

19. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Respondent agree?

(Initials of Authorized Representative)

20. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies 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.

Does Respondent agree?

(Initials of Authorized Representative)

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

The Winning Supplier 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.

Does Respondent agree?

(Initials of Authorized Representative)

22. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Respondent agree?

(Initials of Authorized Representative)

23. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Respondent agree?

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:

Printed Name:

Company Name:

Mailing Address:

Job Title:

PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete this Proposal Form.

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	<input checked="checked" type="checkbox"/> Yes
	<input type="checkbox"/> No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "... every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)


For work to be performed at an Arizona school, contractor agrees that 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 present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

 11.14.23

Does Respondent agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

Date: November 14, 2023

PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, please complete this Proposal Form.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input checked="checked" type="checkbox"/> Yes
	<input type="checkbox"/> No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the Respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also 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.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

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

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

Complete as appropriate:

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

OR:

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

OR:

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

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

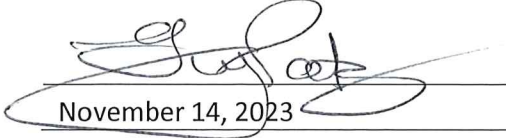
Name	Address	Interest
------	---------	----------

None

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

Signature:

Date:


November 14, 2023

B. Non-Collusion Affidavit

Respondent Name: Krueger International, Inc.

Street Address: 1330 Bellevue St

City, State Zip: Green Bay, WI 54302

State of ~~New Jersey~~ Wisconsin

County of Brown

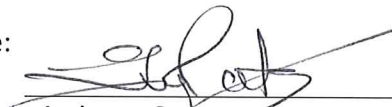
I, Guy Patzke of the Green Bay in the County of Brown, State of Wisconsin of full age, being duly sworn according to law on my oath depose and say that:

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

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

Authorized signature:

Job Title:


Assistant Secretary

Subscribed and sworn before me

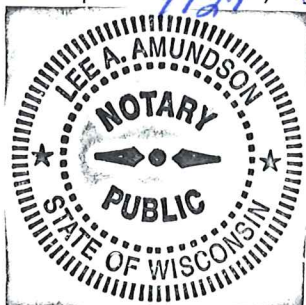
this 14 day of November, 2023



Notary Public of ~~New Jersey~~ WISCONSIN

My commission expires 9/22, 2024

SEAL



C. Affirmative Action Affidavit (P.L. 1975, C.127)

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

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are 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)

Suppliers must submit with proposal:


1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

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

☒ No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

☐ 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.

Authorized Signature: 
Title of Signatory: Assistant Secretary
Date: November 14, 2023

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

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

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

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

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

Signature of Procurement Agent

D. 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 is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

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 https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html. 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) 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.**

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey 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.

¹ 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.”

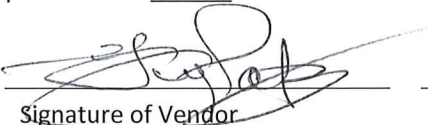
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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.

	Guy Patzke	Assistant Secretary
Signature of Vendor	Printed Name	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
None			\$

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

Page ____ of ____

[illegible]

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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 WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

E. Stockholder Disclosure Certification

Name of Business: Krueger International, Inc.

☐ 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: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name

Home Address:
Home Address

Home Address:
Home Address

Name: Stockholder Name

Name: Stockholder Name

Home Address:
Home Address

Home Address:
Home Address

Subscribed and sworn before me this 14 day of Nov
November, 2023.

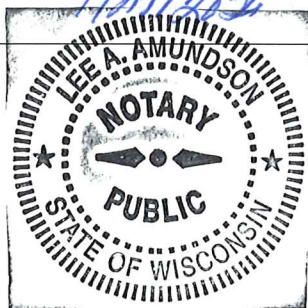
Guy Patzke
(Affiant)

(Notary Public) Lee A. Amundson

Guy Patzke, Assistant Secretary
Lee Amundson, Contract Management Coordinator
(Print name & title of affiant)

My Commission expires: 9/27/2026

(Corporate Seal) NA



PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

☒ We take no exceptions/deviations to the general terms and conditions.
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response.

Should a Respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the Respondent. Respondents must select one of the following options for submitting their response.


- ☐ Respondent agrees to all terms and conditions in **Attachment A - Sample Administration Agreement**.
- ☒ Respondent wishes to negotiate directly with Equalis Group on terms and conditions in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM

RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name Krueger International, Inc.
Address 1330 Bellevue St
City/State/Zip Green Bay, WI 54302
Phone Number 920.468.8100
Email Address quote@ki.com
Printed Name Guy Patzke
Job Title Assistant Secretary

Authorized Signature 


Initial Term of the Master Agreement


Contract Effective Date: January 1, 2024
Contract Expiration Date: December 31, 2027
Contract Number: COG-2152K

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: 
Franklyn A. Corlett (Jan 19, 2024 08:47 EST)
Name: Franklyn A. Corlett
As: CCOG Board President
Date: Jan 19, 2024

By: 
Eric Merkle (Jan 18, 2024 17:28 CST)
Name: Eric Merkle
As: EVP, Procurement & Operations
Date: Jan 18, 2024



Agreement - Krueger Intl & CCOG (Master) - 2024.01.01

Final Audit Report

2024-01-19

Created:	2024-01-18
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMEvdbyiG2PNmJVlo7h04NlmggPj9oA9L

"Agreement - Krueger Intl & CCOG (Master) - 2024.01.01" History

-  Document created by David Robbins (drobbins@equalisgroup.org)
2024-01-18 - 11:26:16 PM GMT- IP address: 23.126.70.39
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