



LEE'S SUMMIT MISSOURI

INTEROFFICE MEMORANDUM

CONTRACT DOCUMENT OMNIA COOP RENEWAL

DATE: April 2025

TO: Key-Purchasing Personnel

FROM: Candice Addison-Contract & Procurement Services Division

RE: Piggyback Yearly Contract for Systems Office Furniture & Filing Systems
Omnia Contract #R240108 (Previous Contract R191811) and **LS Bid #2025-067**

Vendor	Pure Workplace Solutions (Kimball International Brands, Inc) 3917 Broadway Blvd Ste A Kansas City, MO 64111
Phone & Fax	Phone: Cell #913-271-3180
Contact Person	Toby VonDerHeyde Email: toby@pureworkplace.com
Ordering Instructions	IMPORTANT! FOLLOW THESE INSTRUCTIONS <ol style="list-style-type: none">1. Call Toby for quote **DO NOT enter Requisition until after receiving quote** CURRENT PREVAILING WAGE MAY APPLY2. Enter requisition with the following information (if this is not included you may not receive all products)<ol style="list-style-type: none">a. Quote number- ADD in "COMMENTS" fieldb. Shipping (if required)c. Department to receive delivery - ADD in "COMMENTS" field3. Once Requisition is approved in Lawson System, Procurement will Issue a Purchase Order4. Invoices will be paid against Lawson System Receiver and Lawson Purchase Order
Terms/Discounts	Net 30
Delivery	N/A
Pricing	See Attached Contract
Response Time	As Required
Effective Dates	December 17, 2024 through December 31, 2027

cc: Accounts Payable (Include Wage Order, if applicable)
Bid File- Original memo

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
KIMBALL INTERNATIONAL BRANDS, INC**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Kimball International Brands, Inc. (the "Vendor"). The City and the Vendor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. After a competitive procurement process, Omnia ("Omnia") entered into Contract #R240108 with Vendor dated December 17, 2024 (the "Omnia Contract"), for Vendor to provide furniture, installation, and related services. The Omnia Contract is incorporated herein by reference as exhibit "A" though fully set forth, to the extent not inconsistent with this Agreement.

B. The City is permitted to purchase such products under the Omnia Contract, at its discretion and with the agreement of the awarded Vendor, and so long as the Omnia Contract permits its cooperative use by other public entities, including the City.

C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Omnia Contract and this Agreement, and (ii) establishing the terms and conditions by which the Vendor may provide the City with furniture, installation, and related services, as more particularly set forth in Section 2 below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the Effective Date set forth below and shall remain in full force and effect until the end of the term of the Omnia Contract, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. Vendor shall provide the products and services as set forth in the Omnia Contract.

3. Work Authorization/E-verify. Pursuant § 285.530, RSMo., if this Agreement exceeds five thousand dollars (\$5,000.00), Vendor warrants and affirms to the City that (i) Vendor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Vendor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Vendor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation

must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Vendor reciting compliance is not sufficient.

4. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

5. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri and suit pertaining to this Agreement may be brought only in courts in Jackson County, Missouri.

6. Anti-Discrimination Against Israel Act. If this Contract has a total potential value of \$100,000 or more and Vendor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Vendor certifies that Vendor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

7. Intentionally Omitted

8. Indemnification; Insurance. The City shall be afforded the same insurance coverage and indemnifications afforded to Omnia to the extent provided under the Omnia Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

In addition to the same insurance requirements set forth in the Omnia Contract, for claims arising out of the Vendor's negligence in performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, when applicable. Additional insured status shall be solely with respect to claims for which Vendor has an indemnification obligation under this Agreement. Additional Insured status will not apply to any claim to the extent of the negligence of the City or any third party (other than Vendor's subcontractors).

9. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the City Manager's signature ("Effective Date").

CITY OF LEE'S SUMMIT

Mark Dunning
Mark Dunning, City Manager

Date 5/20/25

ATTEST:

Trisha Fowler Arcuri
Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Edward Rucker
Edward Rucker,
Chief Counsel of Management and Operations

KIMBALL INTERNATIONAL BRANDS, INC.

By Kourtney Smith

Print Name Kourtney Smith

Title Chief Operating Officer

Date 5/14/2025





December 17, 2024

Dennis Gerber
VP Finance
Kimball International Brands, Inc.
1600 Royal Street
Jasper, IN 47546
Dennis.gerber@kimballinternational.com

Re: Award of Contract # R240108

Dear Dennis Gerber:

Per official action taken by the Board of Directors of Region 4 Education Service Center on December 17, 2024, we are pleased to announce that Kimball International Brands, Inc. has been awarded a (3) three-year contract for the following, based on the online proposal RFP# R240108 opened on June 13, 2024:

Commodity/Service

Supplier

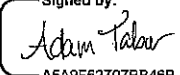
Furniture, Installation, and Related Services Kimball International Brands, Inc.

This contract is effective December 17, 2024, and will expire on December 31, 2027. As indicated above, your contract number is R240108. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC and Kimball International Brands, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact our Procurement Department at 713-462-7708 or questions@esc4.net.

Sincerely,

Signed by:

A5A9F62707BB46B...
Adam Tabor
Procurement Director



To: Rodney Watson, Ph.D.
Executive Director

From: Adam Tabor, MBA, RTSBA
Director, Procurement

Date: December 17, 2024

Re: Furniture, Installation, and Related Services; RFP # 24-01

The Evaluation Committee has reviewed the responses and recommend that the following companies be awarded:

- Affordable Interior Systems, Inc. (AIS)
- Allsteel LLC
- Enwork (ASSA Group dba Enwork)
- DLT Solutions LLC
- Exemplis LLC (SitOnIt Seating)
- Identity Group
- Irwin Seating Company
- Jasper Seating Company, Inc. (dba JSI/Jasper Group)
- Kimball International Brands, Inc.
- Krueger International, Inc.
- Lakeshore Learning Materials, LLC
- Meteor Education, LLC
- ODP Business Solutions (ODP Business Solutions, LLC)
- OFS Brands Inc.
- Safco Products Co.
- School Specialty, LLC
- Teknion LLC
- The HON Company LLC
- VS America, Inc.
- WB Manufacturing, LLC
- Wenger Corporation

The recommended vendors submitted offers that were determined to be most advantageous to OMNIA Partners, Public Sector members, based upon the bid tabulation. All the recommended respondents were determined to be competitively priced and strong for the specified services outlined in the RFP.

We believe all recommended vendors demonstrate the ability to provide and perform the services requested in the proposal. We will monitor their performance and determine at the end of each year if they are eligible for renewal with each new term.

This multiple award is recommended as most advantageous as it limits contract awards to the least number of suppliers necessary to meet the requirements of OMNIA Partners, Public Sector members. In order to serve the entire nation, a multiple award is recommended to provide any governmental agency with complete coverage of commodities, services and any other offering within the scope of proposal.

Please let me know if you have any questions.



To: Christine Dorantes
Contract Manager

From: Adam Tabor, MBA, RTSBA
Director, Procurement

Date: December 18, 2024

Re: Approval of Contract Award

Per official action taken by the Board of Directors of Region 4 Education Service Center (ESC) on December 17, 2024 the following contracts were approved as presented:

➤ **Furniture, Installation, and Related Services**

- Affordable Interior Systems, Inc. (AIS)
- Allsteel LLC
- Enwork (ASSA Group dba Enwork)
- DLT Solutions LLC
- Exemplis LLC (SitOnIt Seating)
- Identity Group
- Irwin Seating Company
- Jasper Seating Company, Inc. (dba JSI/Jasper Group)
- Kimball International Brands, Inc.
- Krueger International, Inc.
- Lakeshore Learning Materials, LLC
- Meteor Education, LLC
- ODP Business Solutions (ODP Business Solutions, LLC)
- OFS Brands Inc.
- Safco Products Co.
- School Specialty, LLC
- Teknion LLC
- The HON Company LLC
- VS America, Inc.
- WB Manufacturing, LLC
- Wenger Corporation

Contracts are effective December 17, 2024. If you have any questions, please let me know.

Exhibit A

REGION 4 EDUCATION SERVICE CENTER (ESC)

Contract # R240108

for

FURNITURE, INSTALLATION, AND RELATED SERVICES

with

KIMBALL INTERNATIONAL BRANDS, INC.

Effective: December 17, 2024

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

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

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of December 17, 2024 by and between Kimball International Brands, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of FURNITURE, INSTALLATION, AND RELATED SERVICES ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP 24-01 for FURNITURE, INSTALLATION, AND RELATED SERVICES ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

- 1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

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

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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

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

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

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

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

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to

moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

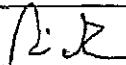
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo

or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

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


Company Name Kimball International Brands, Inc.
 Address 1600 Royal Street
 City/State/Zip Jasper, IN 47546
 Telephone No. 800-482-1717
 Email Address dennis.gerber@kimballinternational.com
 Printed Name Dennis Gerber
 Title VP Finance
 Authorized signature 

Accepted by Region 4 ESC:

Corrected to 12/31/2027

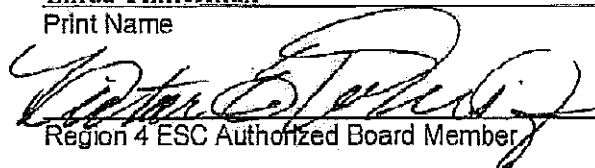
Contract No. R240108

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


 Region 4 ESC Authorized Board Member

12/17/2024
 Date

Linda Tinnerman
 Print Name


 Region 4 ESC Authorized Board Member

12/17/2024
 Date

Victor E. White
 Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

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

Kimball - 10/15/24 - Per Region 4 - all Region 4 exceptions approved

08/12/24_review

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A - Draft Contract, Section 10, Page 2	10. Adding Authorized Distributors/Dealers - Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal	Additional distributors or dealers can be added by Contractor at any time during the term of the Contract, without notification and prior written approval from Region 4 ESC. On a quarterly basis, Contractor will provide an updated authorized dealer list to OMNIA Partners which will be posted to OMNIA's website, under a microsite dedicated to the Contractor. At Contractor's discretion, purchase orders and payment may be made to Authorized Distributor/Dealer. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.	New - OMNIA Partners will not be able to update without lead agency acknowledge or changing their process

	to the Contractor's pricing.		
Appendix A - Draft Contract, Section 11, Page 2	11) TERMINATION OF CONTRACT	<p>11) TERMINATION OF CONTRACT</p> <p>a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:</p> <ul style="list-style-type: none"> i. Providing material that does not meet the specifications of the Contract; ii. Providing work or material was not awarded under the Contract; iii. Failing to adequately perform the services set forth in the scope of work and specifications; iv. Failing to complete required work or furnish required materials within a reasonable amount of time; v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order. <p>Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Contractor will thereafter be allowed a reasonable time to implement the response that addresses the deficiency. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.</p>	New language
Appendix A - Draft Contract, Section 11 c, Page 3	11) TERMINATION OF CONTRACT c) Delivery/Service Failures Failure to deliver goods or	<p>11) TERMINATION OF CONTRACT</p> <p>c) Delivery/Service Failures Failure to deliver goods or services within the time specified, or</p>	New

	<p>services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.</p>	<p>within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred the actual cost of replacement products offering comparable functionality and quality. Contractor shall not be responsible for any other expenses incurred, including any consequential, incidental, or other expenses.</p>	
<p>Appendix A - Draft Contract, Section 15, Contract Page 4</p>	<p>14. Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.</p>	<p>Our lead time to ship ranges from 2- 4 weeks on standard product and 6-8 weeks on custom product after receipt of complete and correct purchase order.</p>	<p>Similar to current language</p>
<p>Appendix A - Draft Contract, Section 18, Contract Page 5</p>	<p>18. Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a</p>	<p>18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the</p>	<p>Similar language to current contract</p>

	<p>period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.</p>	<p>time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered on the same products, on the same terms and at substantially the same volume levels, and that pricing is materially inconsistent with the pricing under this agreement, Region 4 ESC shall then be authorized have the ability to conduct an extensive audit of Contractor's pricing for similarly situated public sector customers, and to the extent there are discrepancies found that are disadvantageous to Region 4 ESC, then Contractor shall reimburse Region 4 ESC for the reasonable costs incurred in conducting such audit up to an amount not to exceed the impact of the pricing differential that is discovered at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.</p>	
<p>Exhibit A, Response for National Cooperative Contract, Section 2.1, Corporate Commitment</p>	<p>2.1 Corporate Commitment Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request,</p>	<p>2.1 Corporate Commitment Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is will be one of Supplier's primary "go to market" strategies for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that</p>	<p>Similar to current contract language</p>

	to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.	the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.	
Exhibit A, Response for National Cooperative Contract, Section 2.2 Pricing Commitment	2.2 Pricing Commitment Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	Supplier (Kimball International) agrees that, considering a Representative Total Usage, the pricing offered under the Master Agreement is less than or equal to the overall available pricing for any public sector national or public sector multi-state cooperative or public sector group purchasing agreement, excluding GSA and federal government sales ("Public Agency Cooperative", that enters into a separate written agreement directly with Supplier, as further provided herein. A Comparable Contract is a written agreement entered into after the Effective date of the Master Agreement that contains similar terms and conditions, concerns a Public Agency Cooperative with the same approximate spending pattern and product mix, and provides for similar delivery and payment conditions. Representative Total Usage" shall mean the total purchase for a consecutive six (6) month period (inclusive of any fees, rebates, and other charges and discounts and exclusive of any restricted items) of the top ten (10) OMNIA Partners customers utilizing Supplier as their primary vendor for the products and services offered under the Master	Similar to current contract language

		<p>Agreement, as determined by Supplier. If, during the term of this Master Agreement, OMNIA Partners becomes aware that its pricing may be higher than a Comparable Contract, as set forth above, OMNIA Partners may request an aggregate price comparison analysis of this Master Agreement (using the Representative Total Usage) against the Comparable Contract. If such aggregate price comparison analysis indicates that the Comparable Contract pricing is more favorable, upon the request of OMNIA Partners, Supplier will agree to renegotiate in good faith the pricing terms of this Master Agreement.</p>	
<p>Exhibit A, Response for National Cooperative Contract, Section 2.3 Sales Commitment</p>	<p>2.3 Sales Commitment Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.</p>	<p>Supplier commits to aggressively market the Master Agreement as one of its go to market strategies in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.</p>	<p>Similar to current contract language</p>
<p>Exhibit A, Response for National Cooperative Contract Section 3.3/B</p>	<p>Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary</p>	<p>Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as one of supplier's primary go to market strategies for Public</p>	<p>Similar to current contract language</p>

	<p>go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:</p> <ul style="list-style-type: none"> i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days 	<p>Agencies to supplier's teams nationwide, to include, but not limited to:</p> <ul style="list-style-type: none"> i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days 	
<p>Exhibit A, Response for National Cooperative Contract Section 3.3 Marketing & Sales, F. ii.</p>	<p>F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:</p> <ul style="list-style-type: none"> i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. Best government pricing iii. No cost to participate iv. Non-exclusive 	<p>F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:</p> <ul style="list-style-type: none"> i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. Best Competitive government pricing iii. No cost to participate iv. Non-exclusive 	<p>Similar to current contract language</p>
<p>Exhibit A, Response for National Cooperative Contract Section 3.3 Marketing & Sales, M.</p>	<p>Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").</p> <p>\$_____.00 in year one \$_____.00 in year two \$_____.00 in year three</p> <p>To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the</p>	<p>While we have seen steady and consistent growth over the term of our current OMNIA/Region 4 ESC agreement, we are declining to provide a volume guarantee at this time. Because of our past history and success with OMNIA Partners being our public sector contract of choice, we are confident that growth will continue. We will be responsible for the administrative fees based upon actual contract sales.</p>	<p>Acknowledged</p>

	Guaranteed Contract Sales.		
Exhibit A, Response for National Cooperative Contract Section 3.3 Marketing & Sales, N.	<p>N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.</p> <p>i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).</p> <p>ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.</p> <p>iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).</p> <p>iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.</p>	<p>N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. Kimball International will lead with OMNIA Partners, however; to clarify that OMNIA Partners does not expect Kimball International to walk away from sales opportunities when the end user rejects use of OMNIA Partners, the following changes are requested. For avoidance of doubt, OMNIA Partners does not expect to be paid an Administrative Fee on sales for which it's use is rejected by the end user and it performs no functions in relation to those sales.</p> <p>i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).</p> <p>ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.</p> <p>Kimball International will comply with this request. Lower pricing (as defined in 2.2 Pricing Commitment) given to OMNIA Partners members due to competitive reasons will be reported to OMNIA Partners under the Master Agreement unless they have an existing standard agreement with Kimball International at time of award. Kimball International will then review in detail when existing contract is up for renewal.</p> <p>iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).</p>	Similar to current contract language

		<p>In the event that the Public Agency refuses to utilize Master Agreement, the Supplier may provide pricing under an alternative agreement. It is considered a refusal if the Public Agency utilizes a bid/RFP/RFQ process or otherwise chooses not to utilize OMNIA Partners. Sales under this section of refusal by Public Agency are not considered Contract Sales under OMNIA Partners and Administration Fee is not owed.</p> <p>iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Kimball International will lead with OMNIA Partners contract, however; in the event of an award of the higher, nonOMNIA Partners Master Agreement proposal, sales would not be considered Contract Sales and no Administrative Fee is owed.</p>	acknowledged
Exhibit B - OMNIA Administration Agreement, 12. Administrative Fee	<p>12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of ___ percent (___%) ("<u>Administrative Fee Percentage</u>") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("<u>Contract Sales</u>"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.</p>	<p>12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of _two to two and a half percent (_2 - 2.5_%) based upon a tiered volume structure ("<u>Administrative Fee Percentage</u>") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("<u>Contract Sales</u>"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.</p>	Discuss on statement and need to know the tiered volume structure
Exhibit B - OMNIA Administration Agreement 14. Administrative Fee Payment	<p>14. Administrative Fee Payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of</p>	<p>14. Adminstrative Fee Payments are to be paid by Supplier to OMNIA Partners within 30 days of the end of each calendar quarter at the frequency and on the due date stated in Section 13, above, for Supplier's submission of</p>	OK.

	<p>corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum rate permitted by law until paid in full.</p>	<p>corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum rate permitted by law until paid in full.</p>	
<p>Exhibit F - Federal Funds Certifications (page 6 of 30), second paragraph</p>	<p>The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontracts shall contain the procurement provisions of Appendix II to Part 200, as applicable.</p>	<p>The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontracts shall contain the procurement provisions of Appendix II to Part 200, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the Vendor if federal funds will be utilized to procure items under this contract and/or purchase order prior to Vendor's acceptance of the order.</p>	<p>OK, Exhibit F is completed by Kimball.</p>

Appendix A: Draft Contract Offer and Contract Signature Form

APPENDIX A
DRAFT CONTRACT

*This Contract ("Contract") is made as of _____, 202X by and between _____
Kimball International Brands, Inc. ("Contractor") and Region 4 Education Service Center
("Region 4 ESC") for the purchase of Furniture, Installation, and Related Services ("the
products and services").*

RECITALS

Furniture,
Installation,
and Related

WHEREAS, Region 4 ESC issued Request for Proposals Number R 24-01 for Services ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

- 1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

CONTRACT

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

See Appendix B T&C Acceptance form for requested exception

11) TERMINATION OF CONTRACT

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

CONTRACT

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

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

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

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

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

CONTRACT

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

See Appendix B T&C Acceptance form for requested exception

Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.

- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

CONTRACT

is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC. See Appendix B T&C Acceptance form for requested exception
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

CONTRACT


- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

CONTRACT

- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name Kimball International Brands, Inc.
Address 1600 Royal Street
City/State/Zip Jasper, IN 47546
Telephone No. 800-482-1717
Email Address dennis.gerber@kimballinternational.com
Printed Name Dennis Gerber
Title VP Finance
Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name


Region 4 ESC Authorized Board Member

Date

Print Name

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name Kimball International Brands, Inc.
Address 1600 Royal Street
City/State/Zip Jasper, IN 47546
Telephone No. 800-482-1717
Email Address dennis.gerber@kimballinternational.com
Printed Name Dennis Gerber
Title VP Finance
Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Kimball International Information

Contact: Kelli Jenkins
Address: 1600 Royal St
Jasper, IN 47546
Phone: (800) 482-1717
Email: kelli.jenkins@kimballinternational.com

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

Kelli Jenkins

Signature

Submitted at 6/13/2024 07:38:21 AM (CT)

kelli.jenkins@kimballinternational.com

Email

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

OFFER AND CONTRACT
SIGNATURE FORM -
completed.pdf

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

Appendix B - Terms & Conditions Acceptance Form

Appendix B - Terms & Conditions
Acceptance Form - Completed.pdf

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

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

Acknowledgment and Acceptance
of Region 4 ESC Open Records
Policy - completed.pdf

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

OMNIA Partners - Exhibit F Federal Funds Certifications

OMNIA Partners - Exhibit F
Federal Funds Certifications Form
- Completed.pdf

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

Value Add

KII Value Add Standalone
Attachment.pdf

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

Antitrust Certification Statements

Antitrust Certification Statements -
completed.pdf

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

Certificate of Interested Parties (Form 1295)

Appendix C - Doc 3 - Form 1295
Certificate 101217397 -
Completed.pdf

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

Diversity Program Certifications

No response

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

Minority Women Business Enterprise Certification*No response*

Please upload Minority Women Business Enterprise Certification if applicable.

Submit FEIN and Dunn & Bradstreet report.

Kimball International Inc D and B
Report.pdf

Upload FEIN and Dunn & Brandstreet report here.

Products and Pricing

KII Products and Pricing
Standalone Attachment.pdf

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

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

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

Historically Underutilized Business (HUB) Certification*No response*

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

Texas Government Code 2270 Verification Form

Texas Government Code 2270
Verification Form - completed.pdf

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

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

Upload any additional agreements offeror will require Participating Agencies here.

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

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

Other recognized diversity certificate holder*No response*

Please upload other recognized diversity certificate holder if applicable.

OMNIA Partners - Exhibit F Federal Funds Certifications

OMNIA Partners - Exhibit F
Federal Funds Certifications Form
- Completed.pdf

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

OMNIA Partners - Exhibit G New Jersey Business Compliance

OMNIA Partners - Exhibit G New
Jersey Compliance Form -
Completed.pdf

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

Response Attachments

David Edward Price List.pdf

David Edward Price List

Etc. Price List.pdf

Etc. Price List

Interwoven Price List.pdf

Interwoven Price List

Kimball Accessory Solutions Price List.pdf

Kimball Accessory Solutions Pricelist

Kimball Acoustics and Space Divider Solutions Price List.pdf

Kimball Acoustics and Space Divider Solutions Price List

Kimball Desks and Workstation Solutions Price List.pdf

Kimball Desks and Workstation Solutions Price List

Kimball Meeting and Collaboration Solutions Price List.pdf

Kimball Meeting and Collaboration Solutions Price List

Kimball Seating Solutions Price List.pdf

Kimball Seating Solutions Price List

Kimball Systems Solutions Price List.pdf

Kimball Systems Solutions Price List

National Caseloads 1 Price List.pdf

National Caseloads 1 Price List

National Caseloads 2 Price List.pdf

National Caseloads 2 Price List

National Pods Price List.pdf

National Pods Price List

National Seating Price List.pdf

National Seating Price List

National Tables Price List.pdf

National Tables Price List

KII OMNIA Region 4 2024 Response.pdf

Full response document

Bid Attributes

1	Oral Communication Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal. <input checked="" type="checkbox"/> I have read and agree.
2	Scope of Work Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below. <input checked="" type="checkbox"/> I have read and agree.
3	Terms and Conditions Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below. <input checked="" type="checkbox"/> I have read and agree.

4 Products/Pricing - Upload on Response Attachments Tab

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

5 Is pricing available for all products and services?

- ☒ Yes
☐ No

6 List the category or categories you are offering.

Systems Furniture, Freestanding Furniture, Seating/Chairs, Soft Seating, Filing Systems, Storage and Equipment, Technology and Esports Support Furniture, Library Furniture, Health and Science Furniture, Cafeteria Furniture, Learning Spaces Furniture, Audio/Visual Furniture, Educational Office Furniture, Privacy Pods, Phone, Sound Isolation Rooms and Furniture Booths, Related and Ancillary Products, Accessories, and Solutions, Services and Support Solutions.

7 Furniture Offerings

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

We specialize in new, made to order furniture and accessories with available service parts as needed. We offer a financing program through PEAC Solutions. Please see KII Financing Guide on page 56 for more details.

8 Minimum Quantities

Describe any minimum quantities.

We do not have any minimum order requirements for standard product orders. In some instances for custom or discontinued product, we may need to determine an order minimum, but the necessity is rare.

9 Custom or special orders

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

End users are able to customize our standard product offering by submitting a By Design request to our product engineering team by providing a reference standard model number. If feasible, product team will supply the custom product order number, price, and lead time. The By Design request form is readily available on the Kimball International website.

10 Describe ordering methods, tracking, and reporting.

Participating Members may place orders directly from Seller and/or from Authorized Dealers. Orders placed directly with Seller can be sent via email to orders@kimball.com or via fax at 866.418.8516 Some dealers use a web-based service maintained by Kimball International to place orders electronically. The orders go through our ERP (SAP) system and electronic acknowledgments are sent back to the dealers as their orders are confirmed and processed. We also offer OrderXChange on our website as a way to electronically upload a .sif file and submit an order. Order tracking information can be provided once an order ships with one of our third party shipping partners. Our team of Strategic Sales Managers utilize robust sales reporting every day. They are able to customize reporting based on End User needs and can provide reports with an established cadence or upon request.

11 Shipping Costs

Describe any shipping charges.

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

A summary of delivery charges and definitions are below. Please reference RFP submission document and discount matrix for full details. 1. Dock Delivery Definition: Products are priced and will be delivered FOB Destination to 48 contiguous states, District of Columbia, or port of exit. Charge: Included in product pricing 2. Inside Delivery Definition: Inside Delivery includes placing in-carton product inside the main level of a building. Charge: Quoted on a per order basis 3. Deliver and Install Definition: Standard installation rates are based upon the following terms and conditions: • Installation occurs during normal weekday business hours. • Adequate facilities for delivery, unloading, moving, staging and storing the product shall be provided. • Installation area shall be complete and free of debris. • Electricity, heat shall be furnished by the client at no charge. Charge: Quoted on a per project basis.

12 Warranty Pricing

Provide pricing for warranties on all products and services.

Kimball International Brands (Kimball, National, Etc., Interwoven, and David Edward) warrants that its products are free from defects in materials and workmanship given normal use and care for as long as the original customer owns and uses the product subject to the following full warranty document included on page 50. Kimball International, at its option, will repair or replace any product with a comparable product, part, or component, if the claim is eligible under the conditions of this warranty. The costs associated with the delivery and labor to replace products, parts, or components can also be approved on a case by case basis for reimbursement.

13 Describe any return or restocking fees.

Kimball International discourages product returns due to the likelihood of damage during the return transportation. In the event a product return is necessary, Kimball International will make every attempt to help keep the product in the field. Please contact customer service for assistance. If attempts to keep the product in the field are unsuccessful, Kimball International will allow returns on stocked items only with the following stipulations: • 50% restocking fee • Freight charge prepaid by dealer • Product was never removed from the original carton • Product must be returned within 30 days of RGA issue date • Credit will not be issued if product returned is damaged Please note most models in the Quick Delivery programs are produced on demand and cannot be returned.

14 Discounts or Rebates

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

Kimball International has provided tiered discounting. Discounts off list price will increase as the volume increases by product category. Please refer to the included discount sheet on page 49. Any single order over \$250,000 list will be negotiated on a per-project basis.

15 Verification of Contract Pricing

Describe how customers verify they are receiving Contract pricing.

When a purchaser submits an order using a contract number, our system has the capability to flag pricing discrepancies and pause the ordering process so correct contract pricing can be applied. We offer pricing transparency with our OMNIA contract. Our member discounting is available on our website. End users are also able to verify with our Strategic Contracts Manager.

16 Payment Methods

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

For direct bill orders, Kimball International will accept payment through wire transfer, ACH, and Visa/MasterCard with signature; however, ACH or wire transfer are preferred. For government entities, no convenience fees will apply on credit card orders. Kimball International has an online payment portal in which direct bill customers can make payments via ACH or credit card (government only). If an authorized dealer is purchasing from Kimball International and invoicing the Participating Agency, the dealer's invoice processes would apply. Any invoice issued will reference a contract or purchase order number provided by or otherwise agreed to by the Participating Agency.

17 Frequency of Pricing Updates

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract. Updates may be no more frequently than quarterly.

Member pricing will be discounted off Kimball International's identified list pricing. Discounts will remain in effect through the life of the contract duration. Kimball International requests that new price lists may be submitted for approval at any time upon a thirty (30) day written notification and agrees that price decreases shall be accepted at any time during the term of the contract. Kimball International will continue to do their best to absorb the increased costs from transportation vendors; however, if the price of fuel increases above the normal rates, tariff tax increase, or other similar situation, it may require Kimball International to pass on the increased costs. Kimball International may address this situation with a surcharge, rather than a price increase, so that it can be eliminated when appropriate.

18 Future Product Introductions

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

We are continuously researching furniture applications, performance, materials, production, usability needs, and much more to bring forth new ideas and solutions to the markets we serve. We average around 30 product introductions/enhancements per year usually in the spring and/or fall. Product introductions/enhancements will be submitted with the list price, at the same discounting on the awarded contract, unless it is a new product category for Kimball International.

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

Kimball International collaborates with Green Standards to provide a sustainable solution for the redistribution of surplus workplace furniture. We introduce dealers and end users to our contact at Green Standards and they will work directly with each other to determine how best to proceed with responsible recycling of product. Please reference the Green Standards overview beginning on page 51 for more information.

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

While we do not offer our own product loaner program, this is a common service provided or organized through our distribution partners.

2 1	Describe experience with Prevailing Wage and Bacon-Davis. We are familiar with the Davis-Bacon Act, however, we do not offer labor services directly. Labor and prevailing wages will be applicable to services provided by our distribution partners.
2 2	Not to Exceed Pricing Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.
2 3	Special Offers/Promotions In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the no-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.
2 4	Federal Funding Pricing Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit. <input checked="" type="checkbox"/> Agree <input type="checkbox"/> Disagree
2 5	Appendix D, Exhibit A, OMNIA Partners Response for National Contract Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
2 6	Appendix D, Exhibit B, OMNIA Partners Administration Agreement The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
2 7	Appendix D, Exhibits F and G Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
2 8	Emergency Orders Describe how Offeror responds to emergency orders. Emergency orders are managed through Kimball International Customer Service utilizing a "hot rush" order process, after receipt of order. When Customer Service is notified of an emergency order, Customer Service immediately notifies Order Entry of receipt of order, and Order Entry locates emergency order and processes as soon as possible.
2 9	What is Offeror's average Fill Rate? Kimball International is performing 99.3% to Purchase Order Line Item.

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What is Offeror's average on time delivery rate?

Describe Offeror's history of meeting the shipping and delivery timelines.

Kimball International provides ship dates because delivery time between carriers varies. Our success rate goal for getting completed orders shipped from the warehouse on time is 97%. Currently we're, operating at 98.7% for on time shipments. Each order that does miss a ship date is analyzed to determine the cause of the miss and corrective action is taken. Processes are enhanced or changed in order to help us achieve our goals.

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Describe Offeror's history of meeting the shipping and delivery timelines.

We live by the basic principle of "doing what we say we will do." We thrive on consistent reliability by delivering great products that are on time and damage free. Our service teams at our headquarters and in the field are genuinely passionate about what they do. We want Members to feel confident about their decision to purchase from Kimball International. Our success rate goal for getting completed orders shipped from the warehouse on time is 97%. Currently we're, operating at 98.7% for on time shipments.

3
2

Describe Offeror's return and restocking policy.

Kimball International discourages product returns due to the likelihood of damage during the return transportation. In the event a product return is necessary, Kimball International will make every attempt to help keep the product in the field. Please contact customer service for assistance. If attempts to keep the product in the field are unsuccessful, Kimball International will allow returns on stocked items only with the following stipulations: • 50% restocking fee • Freight charge prepaid by dealer • Product was never removed from the original carton • Product must be returned within 30 days of RGA issue date • Credit will not be issued if product returned is damaged Please note most models in the Quick Delivery programs are produced on demand and cannot be returned.

3
3

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

Kimball International Brands (Kimball, National, Etc., Interwoven, and David Edward) warrants that its products are free from defects in materials and workmanship given normal use and care for as long as the original customer owns and uses the product subject to conditions outlined in the full warranty document included on page 50.

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

Kimball International empowers our Customer Support Specialists to make decisions as needed to take care of the customer. If a resolution cannot be reached with the Customer Support Specialist, they will engage the Customer Service Manager and/or Director of Customer Service Excellence. It is very rare that issues reach this level or beyond, but the next level of escalation would include the Senior Director of Customer Excellence and/or the Chief Operating Officer. Kimball International has customer responsiveness metrics based on best-in-class industry standards. Specific metrics we review include: Inquiry Resolution Within First Contact, Average Response Time, Average Speed to Answer, and more. Kimball International's Customer Service is available between 8am to 6pm Eastern Time, Monday thru Friday, except for holidays. They can be reached via toll free number at 800.482.1717, fax at 866.418.8516, or through the chat feature at <https://www.kimballinternational.com/home>

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5

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

Invoicing Process: Upon product shipment, our SAP order management system automatically generates a copy of the invoice which is then sent electronically to the designated contact. Any invoice issued will include references to contract or purchase order numbers as originally provided at time of order entry. Payment Terms: Direct Bill Orders - Net due thirty (30) days from the latter of receipt of invoice or receipt of product Dealer Bill Orders - Terms to be negotiated between member and dealer Acceptable Methods of Payment: Direct Bill Orders - Wire transfer, ACH, or Visa/Mastercard with signature. Wire transfer and ACH are preferred. Credit Card/P-Card Fees: N/A

**3
6** **Transition Plan**

Describe Offeror's contract methodology/implementation/customer transition plan.

Although Kimball International has an existing OMNIA Region 4 contract, we are enthusiastic to continue our partnership in offering this contract to our end users. We plan to market with the following actions: Within one week of award: Kimball International's Strategic Contracts Manager, jointly with OMNIA Partners Leadership will communicate a new OMNIA Partners, Region 4 contract through its website and direct communication to its selling and leadership teams. Kimball International will partner with our OMNIA Partners Marketing Portfolio Manager to create and launch press release announcing the new contract and award. Kimball International's marketing team will announce the award on social media. Most importantly, we would notify our Regional Sales Directors and our Vice President of A+D who would coordinate all training among our Market Sales Managers and dealer distribution. Within 30 days of award Kimball International will: • Schedule a meeting with our OMNIA Partners Director of Partner Development to review contract expectations • Develop a nationwide joint marketing/sales plan with our Portfolio Marketing Manager and Director of Partner Development • Review, train, and present contract changes with Kimball International Market Sales Managers, Strategic Sales Management team, and Customer Service teams Within 90 days of award, Kimball International will: • Create PowerPoint and other types of communication that highlight new award and its changes. • Create presentation and develop training schedule for Kimball International's dealer distribution. • Review all existing opportunities and notify of new award and date. • Complete presentation and roll out to Kimball International's dealer distribution. • Develop tracking plan for new contract progress. • Meet with OMNIA Partners and Region 4 to review progress and activity. • Design and distribute a co-branded marketing pieces showing the benefits of the contract

**3
7** **Describe the financial condition of Offeror.**

Kimball International is not currently involved, as a party, to any litigation that is likely to have any material impact on the Company. The Company has never sought bankruptcy protection, nor has the Company otherwise pursued any form of legal reorganization based on opportunities to reorganize to address financial issues that may be afforded under any federal or state law. Kimball International is a wholly owned subsidiary of HNI Corporation which is publicly traded on the New York Stock Exchange (NYSE: HNI)

**3
8** **Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

www.kimballinternational.com enables customers, dealers, A&D, investors, and job seekers to visit one streamlined site encompassing all of our brands: Kimball, National, Interwoven, David Edward, and Etc. Users are able to view and download product literature for all series, access price lists, download eTools files, read about our sustainability and diversity initiatives, navigate a virtual showroom tour, listen to our Alternative Design podcast, and so much more.

**3
9** **Describe the Offeror's safety record.**

We strive for an injury-free working environment for our people. We have always had a deep commitment to the health and safety of our people, and we continue to build on that commitment. From our guiding principles, we know that 'our people are the company,' and our most valuable asset. The industry average safety rate is 4.31%. The Kimball International 2023 injury rate was 0.58%, and so far in 2024, our injury rate is 0.19%. The industry average DART (Days Away, Restrict and Transferred) rate is 2.24%. The Kimball International 2023 DART rate was 0.17%, and so far in 2024, our DART rate is 0.00%. This is measured in Lost Time Cases per 100 members. We are very proud of our safety measures and we are continuously improving to create an even safer environment for our most valuable asset.

40 Describe Offeror's green or sustainability program. What type of reporting or reviews are available to participating agencies?

All Kimball International manufacturing and warehouse locations have implemented an Environmental Management System (EMS) and nearly all of these locations have achieved third party ISO 14001 registration, the global standard for environmental protection and commitment to continuous improvement. The ISO 14001 EMS requires continuous improvement initiatives to reduce impacts on the environment. We report our progress to sustainability and environmental goals in our annual ESG report (<https://www.kimballinternational.com/kii-esg>). Environmental and testing certifications (SCS Indoor Advantage Gold, and ANSI/BIFMA) are available on our ecoChecker (ecomedes) landing page (<https://kimballinternational.ecomedes.com/>). We also report to SBTi (Science Based Targets Initiative) and CDP (Carbon Discloser Project). Our Environmental Policy and ESG report are included beginning on page 64.

41 Describe any social diversity initiatives.

Kimball International promotes an environment where each employee is valued, respected, and treated with dignity. We believe that diverse voices are essential in creating an organization where every person feels a sense of belonging, and we are committed to creating equity and a sense of inclusion for all. This is our mission and commitment. To change the world, we begin from within. We strive to be a great employer and, as a subsidiary of HNI Corporation, are committed to being a safe, inclusive, and supportive environment. We extend this commitment to partners in our supply chain and the communities where we live and work. ?Respecting People Goals: - Invest 1% of pre-tax profits, on average, in communities where HNI operates - Increase diversity in leadership positions to 40% women leaders and 15% ethnically diverse leaders by 2026. To read more about our efforts, please visit: <https://www.kimballinternational.com/kii-esg>

42 Provide example(s) of general guidance on executing strategies for successful adoption of new policies, processes and procedures.

At Kimball International, we prioritize continuous improvement in all aspects of our operations. To ensure successful adoption of new policies, processes, and procedures, we take the following approach: - Soliciting feedback from Field Sales, distribution partners, architects, designers, contractors, suppliers, operations, and more. - Utilizing root cause problem analysis. This means we strive to delve into the underlying issues to come up with solutions that prevent recurrence and enhance overall efficiency. - Applying intentionality and measurability to our goals, ensuring policy, process, and procedure changes are sustainable and achievable long term. In areas such as climate change, waste management, and water use, defining clear objectives and regularly tracking progress, as shown by our achievements in reducing emissions and obtaining Zero Waste certification, has significantly enhanced implementation.

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

Kimball International was founded in 1950 as an upstart company with a vision to be more. That vision became the foundation that guides us today and inspires the culture we cultivate. Our corporate office is located in Jasper, Indiana. For more information on our rich history, please visit: <https://www.kimballinternational.com/our-company/history.html>

44 Describe Offeror's reputation in the marketplace.

At Kimball International, we strive to deliver an extraordinary purchasing process through our people and products. We understand that furniture is about a personal experience. In an industry where there are literally thousands of choices, the Kimball International experience is the differentiator. Our products and their performance regarding quality, reliability, and sustainability are second-to-none, as evidenced by our on-time delivery rates, durability testing results, and environmental certifications. However, nothing speaks more clearly to our commitment to creating an extraordinary experience than our customers. We stand by our products and services. If our customers aren't completely satisfied with the outcome of their purchases, we will work with them to make it right.

4 5 Describe Offeror's reputation of products and services in the marketplace.

Our products are third-party certified. Most of our products earn SCS Indoor Advantage™ Gold by meeting and exceeding strict emission criteria to contribute to indoor air quality. Our facilities are ISO 14001 (Environmental Management System) certified. Additionally, we have determined our annual greenhouse gas emissions and established goals to lessen them to further reduce our impact to the environment. "We are more than pleased with our solutions from Kimball International. It was a bold move introducing new furniture concepts, such as pods, to our new campus but it's paying off! Hickory's success is already opening design potential across the University. My goal is that this project reinforces the importance of thoughtful, intentional, and impactful design to the greater university community." Jacki McGuire, University Interior Designer, Appalachian State University

4 6 Describe the experience and qualifications of key employees.

Please reference experience and qualifications of key employees beginning on page 173.

4 7 Authorized Distributors/Dealers Listing

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

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

Kimball International's Authorized Distributor listing is included beginning on page 174. i. Currently, Kimball International provides quarterly updates, however, we can adjust as needed. ii. Participating Agencies would be able to access a list of the current authorized dealers through the contract documentation section of our OMNIA Microsite, or by contacting our customer service team at: Phone: 800.482.1717 Fax: 866.418.8516 Email: customerservice@kimballinternational.com

4 8 Describe Offeror's experience working with the government sector.

For many years, Kimball International has held multiple contracts within the government/public sector segment. Kimball Internationals holds 26 State Contracts, a GSA Schedule 71 contract, and multiple city and local government contracts. Our commitment to safety-tested and fully-warranted product leads to our continued success in this marketplace. In addition, we have a committed team both internally and externally to work with end users to determine their needs, provide product and placement recommendations, and provide a national network of authorized dealers to provide services like design, installation, and project management.

4 9 Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

On June 1st, 2023, HNI Corporation completed the acquisition of Kimball International (KII). HNI Corporation is a publicly traded company (NYSE: HNI). Kimball International is involved in various kinds of disputes and legal proceedings that have arisen in the ordinary course of its business, including pending litigation, environmental remediation, taxes and other claims. It is the Corporation's opinion, after consultation with legal counsel, that liabilities, if any, resulting from these matters are not expected to have a material adverse effect on the Corporation's financial condition.

5
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References

Provide a minimum of 3 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

5
1

Value Add

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

Additional information related to products and services proposed to enhance and add value to the Contract can be found in the Value Add attachment.

5
2

Value Add

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

5
3

Competitive Range

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

5
4

Past Performance

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

5
5

Additional Investigations

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

5
6

Supplier Response

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

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

Kimball International is a leading omnichannel commercial furnishings company with deep expertise in the Workplace, Health, and Hospitality markets. We combine our bold entrepreneurial spirit, a history of craftsmanship, and today's design-driven thinking alongside a commitment to our culture of caring and lasting connections with our customers, shareholders, employees, and communities. For over 70 years, our brands have seized opportunities to customize solutions into personalized experiences, turning ordinary spaces into meaningful places. Our family of brands includes Kimball, National, Etc., Interwoven, David Edward, Kimball Hospitality, and D'style. Our story started in 1950 as an upstart company with a vision to be more. That vision became the foundation that guides us today and inspires the culture we cultivate. As humans, we relentlessly search for meaning. And since long before the first Kimball-built cabinet rolled out of production, people have been finding that meaning in the spaces we shape into places — places that build communities, form connections, and develop a sense of belonging. But it's not enough. We have an itch to do more — to grow, learn, and seek something new. While change requires embracing the unknown, we know that only by breaking out of our own worlds can we make a better one. And at Kimball International, we bring this promise to life with every product we create. That's why we build heart into everything we make and do. Why we give each other the room to discover our best and bring out the best in others. From shop floor to showroom, we've always crafted with an eye to the future. Helping every life our products touch to not just stage moments; but seize them. We believe that we can do more than just search for meaning. We can empower people to unlock their potential and bring it to life. Because we Dare to Be Makers of Possibility. For more information on our rich history, please visit: <https://www.kimballinternational.com/our-company/history.html>

58 Total number and location of salespersons employed by Supplier.

The Kimball International field sales team covers all 50 states, the District of Columbia, Canada, and some U.S. Territories. Our sales team is approximately 150 strong with a variety of roles including: Market Sales Managers, Regional Sales Directors, Showroom Experience Managers, Design Strategists, A&D Representatives, Regional Workplace Advisors, Health Sales Managers, and leadership within a variety of verticals.

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

Kimball International distribution centers consists of over 750 dealers located throughout the United States. Kimball International currently has 8 Showrooms located in: Atlanta, GA Boston, MA Chicago, IL Dallas, TX Jasper, IN Los Angeles, CA New York City, NY Washington, DC We have approximately ~3,000,000 Sq Ft. of manufacturing space throughout Indiana and Kentucky. Our corporate headquarters are located at: Kimball International 1600 Royal Street Jasper, IN 47546

60 Annual sales for the three previous fiscal years.

\$530000000

61 Annual sales for the three previous fiscal years.

\$665877000

62 Annual sales for the three previous fiscal years.

\$569008000

6
3**Describe any green or environmental initiatives or policies.**

In 2023, Kimball International was acquired by HNI Corporation. As we integrate together, we are steadfast in upholding our responsibility to manage the impacts of our business upon people and the planet. We are grateful to partner with a company that shares our commitment to this mission. Kimball International is dedicated to continued excellence, leadership, and stewardship in protecting the environment, the health and safety of our employees, and the members of the communities in which we work and live. We strive to eliminate pollution and emissions generated at the source, to use renewable materials, and to maximize the reclamation and recycling of materials. All Kimball International manufacturing and warehouse locations have implemented an Environmental Management System (EMS) and nearly all of these locations have achieved third party ISO 14001 registration, the global standard for environmental protection and commitment to continuous improvement. The ISO 14001 EMS requires continuous improvement initiatives to reduce impacts on the environment. We will:

- Comply with all relevant environmental legislation regulations, customer specifications, and other requirements that apply to our organization.
- Review all pertinent changes to our business to determine how they impact the environment.
- Measure and monitor our environmental performance and pursue pollution prevention by continuously striving to minimize the negative impact on the environment, through a process of continual improvement in our environmental performance that supports our sustainability strategy.
- Integrate the consideration of environmental concerns and impacts into our strategy and decision making.
- Strive to promote environmental awareness among our employees and encourage them to work in an environmentally responsible manner.
- Communicate our environmental commitment to key stakeholders and report on our environmental program and progress.

Current goals and achievements include:

- 30.6% reduction in combined Scope 1 and location-based Scope 2 emissions compared with a 2018 baseline.
- 46.4% reduction in combined Scope 1 and market-based Scope 2 emissions compared with a 2018 baseline.
- Increased procurement of renewables.
- Completion of first Scope 3 emissions inventory.
- Achieved Zero Waste certification for our Santa Claus, Indiana manufacturing facility.
- Completed water risk assessment for company owned facilities.
- Company owned facilities are operating in low or low-medium water-related risk areas.

For more details about our initiatives, please visit <https://www.kimballinternational.com/kii-esg>

6
4**Diversity Programs**

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

Kimball International's mission is to seek out and actively engage with a full range of diverse suppliers on a global scale. We embrace the importance of supplier diversity and support building partnerships with small businesses. We will continue to grow and expand on this important segment by focusing on Veteran, Minority, and Women owned business enterprises (MWBES) as a value-added strategy. We are dedicated and committed to supporting innovation that flows from diversity in our supply chain strategy. Our focus will be on development and engagement committed to empowering minority enterprises. Annually, we set goals with the intent to spread a portion of spend among these businesses. The utilization of a diverse supplier does not impact the cost of Kimball International products or services. For more details, please reference our Supplier Diversity Program outlined on page 110. Our certified diverse distribution partners are noted on our included Authorized Dealer Listing beginning on page 174.

6
5**Minority Women Business Enterprise**

- ☐ Yes
☒ No

6
6**If yes, list certifying agency:**

N/A

6
7**Small Business Enterprise (SBE) or Disadvantaged Business Enterprise**

- ☐ Yes
☒ No

6 8	If yes, list certifying agency: <div style="border: 1px solid black; height: 20px; margin-top: 5px; padding: 2px 5px;">N/A</div>
6 9	Historically Underutilized Business (HUB) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7 0	If yes, list certifying agency: <div style="border: 1px solid black; height: 20px; margin-top: 5px; padding: 2px 5px;">N/A</div>
7 1	Historically Underutilized Business Zone Enterprise (HUBZone) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7 2	If yes, list certifying agency: <div style="border: 1px solid black; height: 20px; margin-top: 5px; padding: 2px 5px;">N/A</div>
7 3	Other recognized diversity certificate holder <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7 4	If yes, list certifying agency: <div style="border: 1px solid black; height: 20px; margin-top: 5px; padding: 2px 5px;">N/A</div>
7 5	Contractor Relationships <p>List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>We recognize the impact diverse collaborations have on our internal and external ecosystems and continue to seek ways to increase access and visibility for all categories of diverse suppliers, to include: ? Small disadvantaged business ? HUBZone small business concerns? Veteran owned small business concern? Service-disabled veteran-owned small business concerns? Women-owned small business (WOSB) ? Alaska Native Corporation (ANC)?</p> </div>
7 6	Describe how supplier differentiates itself from its competitors. <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>Kimball International offers 5 distinct brands that work together seamlessly to create complete, human-centric solutions. From products and accessories, to sustainable practices that protect the place we call home, we always deliver on our promises. Because to us, it's not just our job — it's who we are. So, whether working with us or for us, we're committed to building the relationships that help us all thrive. We don't just fill rooms — we create research-driven opportunities to heal, learn, work, relax, discover, and connect. Regardless of project size, we put in the same care and concern for each order. Kimball International values long-term partnership over short-term gain. We believe no project is too small, and we are honored to deliver high-quality solutions to our end users and distribution partners alike. At Kimball International, we continually strive to achieve industry leading production dependability, with the majority of our Kimball, Interwoven, and David Edward products being at a 4-5 week lead-time or less, and most of our National and Etc. products being at a 2-3 week lead time. Kimball International has customer responsiveness metrics based on best-in-class industry standards. Specific metrics we review include: Inquiry Resolution Within First Contact, Average Response Time, Average Speed to Answer, and more.</p> </div>

**7
7** **Litigation, Bankruptcy or reorganization**

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

On June 1st, 2023, HNI Corporation completed the acquisition of Kimball International (KII). Kimball International is involved in various kinds of disputes and legal proceedings that have arisen in the ordinary course of its business, including pending litigation, environmental remediation, taxes and other claims. It is the Corporation's opinion, after consultation with legal counsel, that liabilities, if any, resulting from these matters are not expected to have a material adverse effect on the Corporation's financial condition, although such matters could have a material effect on the Corporation's quarterly or annual operating results and cash flows when resolved in a future period. Kimball International has no past or current bankruptcies to disclose.

**7
8** **Felony Conviction Notice**

Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions.

☐ Yes

☒ No

**7
9** **Debarment or suspension actions**

Describe any debarment or suspension actions taken against supplier.

None.

**8
0** **Distribution, Logistics**

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

The workplace is undergoing a transformative shift. At Kimball International, we're committed to helping businesses embrace this evolution by recognizing the power that place has for nurturing a stronger sense of belonging—a proven catalyst for organizational success. Our experienced sales, design, and project management teams will work in conjunction with distribution partners and members to ensure project success from start to finish. Kimball International is offering a comprehensive portfolio consisting of Systems Furniture, Freestanding Furniture, Seating/Chairs, Soft Seating, Filing Systems, Storage and Equipment, Technology and Esports Support Furniture, Library Furniture, Health and Science Furniture, Cafeteria Furniture, Learning Spaces Furniture, Audio/Visual Furniture, Educational Office Furniture, Privacy Pods, Phone, Sound Isolation Rooms and Furniture Booths, Related and Ancillary Products, Accessories, and Solutions, and Services and Support Solutions.

**8
1** **Distribution**

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

Kimball International works with a robust network consisting of both regional and nationwide distribution partners. Our field sales team is dedicated to small volume, day to day business and large scale projects alike. Our teams are regional empowering them to provide comprehensive support in larger primary markets, smaller secondary markets, and U.S. Territories and Outlying Areas with servicing dealers. In addition to local sales support, our project team consists of strategic sales managers, customer support specialists, project managers, design strategists, healthcare-specific advisors, A&D advisors, and more, all working toward the common goal; putting the customer first in all we do.

8.2 Distribution

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

Participating Agencies may submit orders directly with Kimball International or through any of our authorized dealer partners. Both direct and distribution purchasers will be provided with a contract number and discounting for the order. When an order with a contract number is submitted, our system assigns the correct discounting and terms of the contract. This system also automatically flags any pricing discrepancies for correction prior to releasing an order acknowledgment. This multi-point process is instantaneous and ensures compliance and accuracy for customers. Participating Agencies are able to verify and audit pricing on our website and with our Strategic Contracts Manager.

8.3 Logistics

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

Orders are submitted to Kimball International by our distribution partners. Products are manufactured by Kimball International-owned facilities. Our shipping is done by use of our own fleet of trucks, selected contracted carriers, and our servicing dealers at the local level. We carefully select specific carriers for regional locations to provide the expert and efficient service required to handle and deliver our furniture quickly, efficiently, and damage free. Carriers who we have contracts with are outlined on page 76.

8.4 Logistics

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

We have (8) distribution/manufacturing locations, (4) warehouses, (7) retail locations, and (1) retail/administrative location. The number, size, and location of our distribution facilities, warehouses, and retail locations are detailed on page 76.

8.5 Marketing and Sales

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

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

Leadership Endorsement Plan, to be executed within the first 10 days: • VPs of Sales and Public Sector Sales Managers will announce contract award within 10 days of notification to all sales leadership, field sales members, and dealer partners. • There will be an announcement to reinforce the new OMNIA Contract to all field sales members on Monthly Field Sales Call. • Supporting documentation will be sent out via email. Education and Training Plan, to be executed within the first 90 days: • Meeting will be scheduled with OMNIA Partners Director of Partner Development to review contract expectations • An email blast will be sent to launch the new contract to Field Sales which will also be reinforced on Monthly Field Sales Call • The benefits of OMNIA Region 4 will be reiterated via training module to all Kimball International Sales Team including Customer Service and Sales Operations • The Regional Sales Directors will work with Market Sales Managers and Public Sector Sales Managers on market specific sales plans • Market Sales Managers, Public Sector Sales Managers, Customer Service, and Sales Operations will be trained on contract specifics making the adoption of the new contract rollout seamless • Market Sales Managers and Public Sector Sales Managers will train and educate dealers and end users on the benefits of OMNIA • Kimball International will work with OMNIA Portfolio Marketing Manager and Director of Partner Development to develop nationwide/joint marketing and sales plan

90-day Plan

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

i. • Kimball International's marketing team, in conjunction with OMNIA Partners Portfolio Marketing Manager, will develop a co-branded press release and distribute to various trade publications within the first 10 days of award. • Kimball International will announce the award through Kimball International's social media platforms. ii. • A notification will be sent out within 30 days of award announcing award to Kimball International dealers. iii. • Kimball International's marketing team will update and create new marketing materials, both print and digital, to promote the new contract. iv. • Kimball International will continue to strategize and review trade shows with OMNIA Partners to commercialize our contract. v. • Kimball International commits to attend and exhibit at the NIGP Annual Forum near OMNIA Partners' designated space. Kimball International will work with OMNIA Partners to coordinate the NIGP marketing plan and giveaways. vi. • Kimball International will continue to promote OMNIA Partners through publications, website, and social media channels throughout the term of the contract. vii. • Kimball International will continue to develop marketing materials, including case studies, post cards, training materials, presentations, and continue bi-monthly syncs with the Portfolio Marketing Manager to keep the microsite up to date. viii. • Kimball International commits to maintaining our OMNIA landing page on kimballinternational.com. This site includes the OMNIA Partners logo, link to the Kimball International microsite on OMNIAPartners.com, which contains all the contract documentations. Kimball International commits to supplying OMNIA Partners with all relevant marketing materials to maintain and develop the OMNIA Partners Kimball International microsite.

Transition

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

Kimball International will work to position OMNIA Partners as our public sector contract of choice. After thorough training, Kimball International Sales Team, will then train our Dealer Distribution network on the benefits and features of OMNIA Partners. Our Sales Team will be equipped with tools and resources to be successful in promoting and commercializing this contract. Kimball International does not hold any additional cooperative contracts.

8.8 Logo

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

☒ Yes

☐ No

8.9 Sales

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

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

☒ Yes

☐ No

9.0 Training

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

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

☒ Yes

☐ No

9.1 Responsibility

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

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

Executive Support: Name: Michael Roch Title: Chief Customer Officer, Workplace & Health Email & Phone: Michael.Roch@kimballinternational.com / 312-753-9428 Marketing: Name: Lacey Fischer Title: Public Sector Marketing Manager Email & Phone: Lacey.Fischer@kimballinternational.com / 812-639-1443 Sales: Name: Andy Wilson Title: Division Vice President Email & Phone: Andy.Wilson@kimballinternational.com / 303-319-9778 Sales Support: Name: Haley Huther Title: Senior Sales Operations Manager Email & Phone: Haley.Huther@kimballinternational.com / 812-481-6468 Financial Reporting: Name: Andrea King Title: Director of Commercial Finance, Workplace & Health Email & Phone: Andrea.King@kimballinternational.com / 812-634-3084 Accounts Payable: Name: Shari Hamby Title: Accounts Payable Coordinator Email & Phone: shari.hamby@kimballinternational.com / 812-482-8111 Contracts: Name: Kelli Jenkins Title: Strategic Contracts Manager Email & Phone: Kelli.Jenkins@kimballinternational.com / 812-482-8322

9.2 Sales Force

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

Our Chief Customer Officer, Michael Roch (michael.roch@kimballinternational.com / 312-753-9428) oversees our sales organization. Our sales organization is divided into (3) Divisions each led by (1) Division VP of Sales. Each Division is comprised of (3) Regions which are each led by (1) Regional Sales Director. In total, we have 9 Regional Sales Directors. Finally, our Regional Sales Directors oversee our Market Sales Managers. Also in our sales organization are Public Sector Marketing Managers, Health Sales Managers, Regional Health Advisors, and Federal Health Sales Managers.

9.3 Implementation

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

Kimball International will continue to work with the Portfolio Marketing Manager to keep all marketing materials up to date and partner on new materials. These materials include, but are not limited to, a landing page on Kimball International's website dedicated to OMNIA Partners featuring a link to our OMNIA Partners microsite, post cards, sales sheets, and brochures promoting OMNIA Partners. All new field sales members are trained on OMNIA Partners, both in person with OMNIA's Vice President of Workspace Solutions and Kimball International's Public Sector Marketing Manager, and virtually through prerecorded training modules at various skill levels. Kimball International begins with the initial education of any new hires throughout the organization that will directly or indirectly influence our success with the OMNIA Partners program, primarily our Customer Service Team and Sales Team. We continue to nourish that training with continued refresher trainings and updates, as well as provide a primary point of contact within the organization for individuals to go to for questions throughout the year. Kimball International continues the education process to increase sales through our dealer distribution through dealer presentations both at our headquarters, showroom experience centers, as well as on site. OMNIA Partners is routinely referred to in general communications to keep it top of mind and all new agencies to OMNIA are added to our internal database.

9.4 Program Management

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

Kimball International has developed an effective strategy to market, promote, and maintain a successful program through OMNIA Partners. Kimball International begins with the initial education of any new hires throughout the organization that will directly or indirectly influence our success with the OMNIA Partners program, primarily Kimball International's Customer Service Team, Sales Team, and IT Department. Kimball International continues to nourish that education with continued refresher trainings and updates, as well as provide a primary point of contact within the organization for individuals to go to for questions throughout the year. OMNIA Partners is routinely referred to in general communications to keep it top of mind. The new agency list is routinely distributed to the appropriate parties encouraging communication, welcoming them to the OMNIA Partners program, and introducing them to Kimball International. Kimball International's marketing and sales efforts include: - A landing page on our website dedicated to OMNIA Partners with a link to OMNIA Partners' website. - Assisting agencies registering for OMNIA Partners and answering questions regarding the program. - Co-branded flyers, email templates, and print ads available on our websites promoting OMNIA Partners. - Reports specifically run for OMNIA Partners available to Kimball International's field sales team to review and discuss with our dealer distribution. Consistent awareness throughout our organization.

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5**Supplier's Customer List**

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

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6**System Capabilities and Limitations**

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

Our authorized dealers use a web-based service maintained by Kimball International to place orders electronically. The orders go through our ERP (SAP) system and electronic acknowledgments are sent back to the dealers as their orders are processed. We support various EDI (electronic data interchange) options with our dealer partners, depending on the DBOS (dealer business operating systems) they are using. Some EDI options connect directly between their system and our SAP operating system. We also offer OrderXChange on our website as a way to electronically upload a .sif file and submit an order. All pricing is updated through those files, to ensure accuracy, and is audited both internally and independently. Orders are also accepted via email (orders@kimball.com). Due to the complexity of product specification and overwhelming number of options available, we do not currently accept web-based orders from end users.

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7**Projected Sales Year One**

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

\$0

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8**Projected Sales Year Two**

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

\$0

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9**Projected Sales Year Three**

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

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Attribute deleted as part of an Addendum

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1 **General Terms and Conditions**

Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☒ I certify compliance with this attribute.

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2 **Felony Conviction Notification**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☐ Non-Felon - person/owner IS NOT a convicted felon

☒ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

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3 **Name of Felon and Nature of Felony, if applicable**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

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4 **Criminal History Records Review of Certain Contract Employees**

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity and have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☒ I certify compliance with this attribute.

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Historically Underutilized Business (HUB) Certification

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

Select one of the available options:

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

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

☒ OPTION A

☒ OPTION B

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Disclosure of Interested Parties

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

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

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

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

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

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

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

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

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

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

☒ I certify compliance with this attribute.

Conflict of Interest Questionnaire

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

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

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

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

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

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

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

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

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

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

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

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

☒ I certify compliance with this attribute.

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8**Entities that Boycott Israel**

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

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

☒ I certify compliance with this attribute.

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9**Foreign Terrorist Organizations**

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

☒ I certify compliance with this attribute.

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0**Firearm Entities and Trade Associations Discrimination**

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

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

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

☒ I certify compliance with this attribute.

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1**Energy Company Boycott Prohibited**

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

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

☒ I certify compliance with this attribute.

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2**Critical Infrastructure Affirmation**

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

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

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

☒ I certify compliance with this attribute.

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Open Records Policy

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

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

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

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

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

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

☐ **OPTION A** - No proprietary information

☒ **OPTION B** - Proprietary information marked

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Consent to Release Proposal Tabulation

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

☒ I certify compliance with this attribute.

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Contracting Information

If Vendor is not a governmental body and

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

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

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

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

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

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

☒ I certify compliance with this attribute.

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Anti-Trust Certification Statement

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

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

☒ I certify compliance with this attribute.

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Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

☒ I certify compliance with this attribute.

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8 **Federal Rule (B) - Termination Conditions**

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

Pursuant to Federal Rule (B) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.

☒ I certify compliance with this attribute.

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9 **Federal Rule (C) - Equal Employment Opportunity**

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

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

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

☒ I certify compliance with this attribute.

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

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

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

☒ I certify compliance with this attribute.

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

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

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

☒ I certify compliance with this attribute.

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

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

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

☒ I certify compliance with this attribute.

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

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

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

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

☒ I certify compliance with this attribute.

1 Federal Rule (H) - Debarment and Suspension

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

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.

☒ I certify compliance with this attribute.

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5**Federal Rule (I) - Byrd Anti-Lobbying Amendment**

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

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

☒ I certify compliance with this attribute.

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6**Federal Rule (J) - Procurement of Recovered Materials**

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

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

☒ I certify compliance with this attribute.

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

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

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

☒ I certify compliance with this attribute.

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8**Federal Rule (L) - Buy American Provisions**

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

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

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

☒ I certify compliance with this attribute.

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

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

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

☒ I certify compliance with this attribute.

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0**Federal Rule - Federal Record Retention**

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

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

☒ I certify compliance with this attribute.

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1**Federal Rule - Profit Negotiation**

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

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

☒ I certify compliance with this attribute.

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2**Federal Rule - Solid Waste Disposal Act**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

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

☒ I certify compliance with this attribute.

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

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

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

☒ I certify compliance with this attribute.

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4** **Applicability to Subcontractors**

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

☒ I certify compliance with this attribute.

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5** **Compliance with the Energy Policy and Conservation Act**

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☒ I certify compliance with this attribute.

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6 **Indemnification**

Acts or Omissions

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

Infringements

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

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

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

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

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

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

☒ I certify compliance with this attribute.

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7 **Excess Obligations Prohibited**

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

☒ I certify compliance with this attribute.

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8 **Suspension and Debarment**

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

☒ I certify compliance with this attribute.

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Change in Law and Compliance with Laws

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

☒ I certify compliance with this attribute.

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract. *(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A - Draft Contract, Section 10, Page 2	10. Adding Authorized Distributors/Dealers - Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal	Additional distributors or dealers can be added by Contractor at any time during the term of the Contract, without notification and prior written approval from Region 4 ESC. On a quarterly basis, Contractor will provide an updated authorized dealer list to OMNIA Partners which will be posted to OMNIA's website, under a microsite dedicated to the Contractor. At Contractor's discretion, purchase orders and payment may be made to Authorized Distributor/Dealer. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.	

	to the Contractor's pricing.		
Appendix A - Draft Contract, Section 11, Page 2	11) TERMINATION OF CONTRACT	<p>11) TERMINATION OF CONTRACT</p> <p>a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:</p> <ul style="list-style-type: none"> i. Providing material that does not meet the specifications of the Contract; ii. Providing work or material was not awarded under the Contract; iii. Failing to adequately perform the services set forth in the scope of work and specifications; iv. Failing to complete required work or furnish required materials within a reasonable amount of time; v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order. <p>Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Contractor will thereafter be allowed a reasonable time to implement the response that addresses the deficiency. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.</p>	
Appendix A - Draft Contract, Section 11 c, Page 3	11) TERMINATION OF CONTRACT c) Delivery/Service Failures Failure to deliver goods or	<p>11) TERMINATION OF CONTRACT</p> <p>c) Delivery/Service Failures Failure to deliver goods or services within the time specified, or</p>	

	<p>services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.</p>	<p>within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred the actual cost of replacement products offering comparable functionality and quality. Contractor shall not be responsible for any other expenses incurred, including any consequential, incidental, or other expenses.</p>	
<p>Appendix A - Draft Contract, Section 15, Contract Page 4</p>	<p>14. Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. Additional Delivery/Installation Charges: Contractor may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Contractor and can only be charged on a per individual project basis.</p>	<p>Our lead time to ship ranges from 2- 4 weeks on standard product and 6-8 weeks on custom product after receipt of complete and correct purchase order.</p>	
<p>Appendix A - Draft Contract, Section 18, Contract Page 5</p>	<p>18. Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a</p>	<p>18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the</p>	

	<p>period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.</p>	<p>time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered on the same products, on the same terms and at substantially the same volume levels, and that pricing is materially inconsistent with the pricing under this agreement, Region 4 ESC shall then be authorized have the ability to conduct an extensive audit of Contractor's pricing for similarly situated public sector customers, and to the extent there are discrepancies found that are disadvantageous to Region 4 ESC, then Contractor shall reimburse Region 4 ESC for the reasonable costs incurred in conducting such audit up to an amount not to exceed the impact of the pricing differential that is discovered at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.</p>	
<p>Exhibit A, Response for National Cooperative Contract, Section 2.1, Corporate Commitment</p>	<p>2.1 Corporate Commitment Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request,</p>	<p>2.1 Corporate Commitment Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is will be one of Supplier's primary "go to market" strategies for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that</p>	

	to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.	the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.	
Exhibit A, Response for National Cooperative Contract, Section 2.2 Pricing Commitment	2.2 Pricing Commitment Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	Supplier (Kimball International) agrees that, considering a Representative Total Usage, the pricing offered under the Master Agreement is less than or equal to the overall available pricing for any public sector national or public sector multi-state cooperative or public sector group purchasing agreement, excluding GSA and federal government sales ("Public Agency Cooperative", that enters into a separate written agreement directly with Supplier, as further provided herein. A Comparable Contract is a written agreement entered into after the Effective date of the Master Agreement that contains similar terms and conditions, concerns a Public Agency Cooperative with the same approximate spending pattern and product mix, and provides for similar delivery and payment conditions. Representative Total Usage" shall mean the total purchase for a consecutive six (6) month period (inclusive of any fees, rebates, and other charges and discounts and exclusive of any restricted items) of the top ten (10) OMNIA Partners customers utilizing Supplier as their primary vendor for the products and services offered under the Master	

		<p>Agreement, as determined by Supplier. If, during the term of this Master Agreement, OMNIA Partners becomes aware that its pricing may be higher than a Comparable Contract, as set forth above, OMNIA Partners may request an aggregate price comparison analysis of this Master Agreement (using the Representative Total Usage) against the Comparable Contract. If such aggregate price comparison analysis indicates that the Comparable Contract pricing is more favorable, upon the request of OMNIA Partners, Supplier will agree to renegotiate in good faith the pricing terms of this Master Agreement.</p>	
<p>Exhibit A, Response for National Cooperative Contract, Section 2.3 Sales Commitment</p>	<p>2.3 Sales Commitment Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.</p>	<p>Supplier commits to aggressively market the Master Agreement as one of its go to market strategies in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.</p>	
<p>Exhibit A, Response for National Cooperative Contract Section 3.3/B</p>	<p>Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary</p>	<p>Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as one of supplier's primary go to market strategies for Public</p>	

	<p>go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:</p> <ul style="list-style-type: none"> i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days 	<p>Agencies to supplier's teams nationwide, to include, but not limited to:</p> <ul style="list-style-type: none"> i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days 	
<p>Exhibit A, Response for National Cooperative Contract Section 3.3 Marketing & Sales, F. ii.</p>	<p>F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:</p> <ul style="list-style-type: none"> i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. Best government pricing iii. No cost to participate iv. Non-exclusive 	<p>F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:</p> <ul style="list-style-type: none"> i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. Best Competitive government pricing iii. No cost to participate iv. Non-exclusive 	
<p>Exhibit A, Response for National Cooperative Contract Section 3.3 Marketing & Sales, M.</p>	<p>Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").</p> <p>\$_____.00 in year one \$_____.00 in year two \$_____.00 in year three</p> <p>To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the</p>	<p>While we have seen steady and consistent growth over the term of our current OMNIA/Region 4 ESC agreement, we are declining to provide a volume guarantee at this time. Because of our past history and success with OMNIA Partners being our public sector contract of choice, we are confident that growth will continue. We will be responsible for the administrative fees based upon actual contract sales.</p>	

	Guaranteed Contract Sales.		
Exhibit A, Response for National Cooperative Contract Section 3.3 Marketing & Sales, N.	<p>N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.</p> <p>i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).</p> <p>ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.</p> <p>iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).</p> <p>iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.</p>	<p>N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. Kimball International will lead with OMNIA Partners, however; to clarify that OMNIA Partners does not expect Kimball International to walk away from sales opportunities when the end user rejects use of OMNIA Partners, the following changes are requested. For avoidance of doubt, OMNIA Partners does not expect to be paid an Administrative Fee on sales for which it's use is rejected by the end user and it performs no functions in relation to those sales.</p> <p>i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).</p> <p>ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.</p> <p>Kimball International will comply with this request. Lower pricing (as defined in 2.2 Pricing Commitment) given to OMNIA Partners members due to competitive reasons will be reported to OMNIA Partners under the Master Agreement unless they have an existing standard agreement with Kimball International at time of award. Kimball International will then review in detail when existing contract is up for renewal.</p> <p>iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).</p>	

		<p>In the event that the Public Agency refuses to utilize Master Agreement, the Supplier may provide pricing under an alternative agreement. It is considered a refusal if the Public Agency utilizes a bid/RFP/RFQ process or otherwise chooses not to utilize OMNIA Partners. Sales under this section of refusal by Public Agency are not considered Contract Sales under OMNIA Partners and Administration Fee is not owed.</p> <p>iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. Kimball International will lead with OMNIA Partners contract, however; in the event of an award of the higher, nonOMNIA Partners Master Agreement proposal, sales would not be considered Contract Sales and no Administrative Fee is owed.</p>	
Exhibit B - OMNIA Administration Agreement, 12. Administrative Fee	<p>12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of ___ percent (___%) ("<u>Administrative Fee Percentage</u>") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("<u>Contract Sales</u>"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.</p>	<p>12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of _two to two and a half percent (_2 - 2.5_%) based upon a tiered volume structure ("<u>Administrative Fee Percentage</u>") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("<u>Contract Sales</u>"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.</p>	
Exhibit B - OMNIA Administration Agreement 14. Administrative Fee Payment	<p>14. Administrative Fee Payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of</p>	<p>14. Administrative Fee Payments are to be paid by Supplier to OMNIA Partners within 30 days of the end of each calendar quarter at the frequency and on the due date stated in Section 13, above, for Supplier's submission of</p>	

	<p>corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum rate permitted by law until paid in full.</p>	<p>corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum rate permitted by law until paid in full.</p>	
<p>Exhibit F - Federal Funds Certifications (page 6 of 30), second paragraph</p>	<p>The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontracts shall contain the procurement provisions of Appendix II to Part 200, as applicable.</p>	<p>The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontracts shall contain the procurement provisions of Appendix II to Part 200, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the Vendor if federal funds will be utilized to procure items under this contract and/or purchase order prior to Vendor's acceptance of the order.</p>	



Kimball NATIONAL &c. interwoven DAVID EDWARD



OMNIA Region 4

Furniture, Installation, and Related Services

RFP# 24-01



Kimball® NATIONAL. Etc.® interwoven® DAVID EDWARD.

June 13th, 2024

Region 4 Education Service Center
OMNIA Partners
7145 West Tidwell Road
Houston, Texas 77092

RE: RFP for Furniture, Installation, and Related Services, Solicitation # 24-01

We are pleased to submit our proposal in response to Region 4 Education Service Center's (Region 4 ESC) Request for Proposals for Furniture, Installation, and Related Services (RFP24-01). Kimball International is eager to continue our partnership with Region 4 ESC and OMNIA Partners to provide high-quality, comprehensive solutions that will support the diverse needs of educational institutions and public agencies across the nation.

For over 70 years, Kimball International and our family of brands – Kimball, National, Interwoven, David Edward, and Etc. have demonstrated our expertise in the Workplace, Health, and Hospitality markets. We pride ourselves on combining a bold entrepreneurial spirit with a history of craftsmanship and today's design-driven thinking.

Our detailed proposal, enclosed with this letter, addresses all requirements and criteria outlined in the RFP, and includes comprehensive information on our capabilities, experience, and proposed solutions.

Thank you for considering our proposal. We are excited about the opportunity to work with Region 4 ESC and OMNIA Partners to deliver exceptional furniture, installation, and related services. Please feel free to contact me at 812-639-4196 or kelli.jenkins@kimballinternational.com if you require any additional information or have any questions regarding our submission.

Thank you,

A handwritten signature in black ink that reads "Kelli Jenkins".

Kelli Jenkins
Trade Manager – Strategic Contracts
Kimball International

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DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: Region 4 RFP 24-01 Furniture Installation and Related Services

VENDOR NAME: Kimball International Brands, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as maybe appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

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

OR

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

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

Duration of Engagement
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

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

Signature

Date

6-6-24

Dennis Gerber, VP Finance

Print Name and Title

DPP Rev. 12.13.2021

DOC #7



Version March 19, 2024

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

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor"¹) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

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

(Check the Appropriate Box)



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

OR



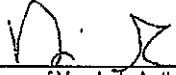
- B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR



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

(Attach Additional Sheets If Necessary.)


Signature of Vendor's Authorized Representative

Dennis Gerber, VP Finance

Print Name and Title of Vendor's Authorized Representative

Kimball International Brands, Inc.

Vendor's Name

1600 Royal Street

Vendor's Address (Street Address)

Jasper, IN 47546

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

6-6-24
Date

35-1688210

Vendor's FEIN

812-634-3013

Vendor's Phone Number

866-418-8516

Vendor's Fax Number

kiigov@kimballinternational.com

Vendor's Email Address

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

DOC #8

Version March 19, 2024

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

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

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

See following page



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: KIMBALL INTERNATIONAL BRANDS, INC.

Trade Name:

Address: 1600 ROYAL ST GOX 201
JASPER, IN 47546-2256

Certificate Number: 0100376

Effective Date: December 30, 1988

Date of Issuance: December 16, 2022

For Office Use Only:

20221216131101946

DOC #9

EEOAA EVIDENCE

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

EEO/AA Evidence

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

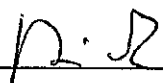
One of the following must be included with submission:

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

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

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

Name: Dennis Gerber Title: VP Finance

Signature:  Date: 6-6-24

Certification **27510**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Feb-2024 to 15-Feb-2027**



KIMBALL INTERNATIONAL BRANDS, INC

1600 ROYAL STREET

JASPER

IN 47546

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO

State Treasurer



DOC #10
MACBRIDE-PRINCIPLES

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

BID SOLICITATION # AND TITLE: Region 4 RFP 24-01 Furniture Installation and Related Services

VENDOR NAME: Kimball International Brands, Inc.

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

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

CHECK THE APPROPRIATE BOX



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

OR



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

CERTIFICATION

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

Signature

Dennis Gerber, VP Finance

Print Name and Title

Date

6-6-24