



Solicitation Number: RFP #091423

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Krueger International, Inc., 1330 Bellevue St., Green Bay, WI 54302 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Furniture Solutions with Related Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 4, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$1,000,000 per claim or event

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **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 C.F.R. § 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 C.F.R. § 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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** 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 C.F.R. § 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; 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.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Krueger International, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...

DocuSigned by:
Guy Patzke
By: E297FD57BA1145A...

Jeremy Schwartz
Title: Chief Procurement Officer

Guy Patzke
Title: Director-Customer Financial Services & Compliance/Assistant Secretary

Date: 11/29/2023 | 4:33 PM CST

Date: 11/29/2023 | 1:06 PM PST

Approved:

DocuSigned by:
Chad Coauette
By: 48BAF71B0894454...

Chad Coauette
Title: Executive Director/CEO

Date: 11/29/2023 | 4:39 PM CST

RFP 091423 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: Krueger International, Inc.
Does your company conduct business under any other name? If yes, please state: Wisconsin
Address: PO Box 8100
Green Bay, WI 54308-8100
Contact: Quote KIBox
Email: quote@ki.com
Phone: 800-454-9796
Fax: 920-468-8100
HST#: 39-1375589

Submission Details

Created On: Thursday July 27, 2023 09:27:58
Submitted On: Wednesday September 13, 2023 15:36:39
Submitted By: Quote KIBox
Email: quote@ki.com
Transaction #: e0f5c97c-aeeb-4c4b-8a9e-b4a3434ab248
Submitter's IP Address: 208.50.15.6

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Krueger International, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Spacesaver/Pallas Textiles
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	KI
4	Provide your CAGE code or Unique Entity Identifier (SAM):	9J388/PAZHQEMYTSD8
5	Proposer Physical Address:	1330 Bellevue St Green Bay, WI 54302
6	Proposer website address (or addresses):	ki.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	GUY PATZKE, MBA, CTP Director - Customer Financial Services & Compliance / Assistant Secretary 1330 Bellevue St., Green Bay, WI 54302 P: 920.468.2541 E: guy.patzke@ki.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	KELLI PLAMANN Proposal Program Manager 1330 Bellevue St., Green Bay, WI 54302 P: 920.468.2719 F: 920.468.2781 E: kelli.plamann@ki.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	ANDY VANSTRATEN Contract Manager 1330 Bellevue St., Green Bay, WI 54302 P: 920.468.2394 E: andy.van.straten@ki.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Who We Are OUR FOUNDATION</p> <p>The metal chair was KI's flagship product in 1941. Innovative for its time, it brilliantly answered the call for seating that was portable, stackable, durable, and affordable. KI recognized the market's need and responded with a welcome solution.</p> <p>The KI folding chair symbolizes a long legacy of listening to our customers. Our insightful ability to solve problems through product design and space planning concepts has made us a respected leader in manufacturing furniture solutions – products that skillfully support the success of customers in the business, university, educational, healthcare, and government markets.</p> <p>Today, we've grown well beyond our folding chair origins and offer a broad portfolio ranging from seating and tables to architectural walls and panel systems. Our award-winning innovations reflect a desire to meet your objectives, be your go-to resource and build an enduring relationship with you.</p> <p>This foundation and a strong market understanding is why KI customers throughout the world continue to rely on our trusted expertise to create solutions that fit their environments. That's why we say we offer far more than furniture ... We're Furnishing Knowledge.</p> <p>KI's Vision, Mission, Values Statement</p> <p>OUR VISION KI will be the trusted expert in the contract furniture market.</p> <p>OUR MISSION To offer customers the guidance they need to make smart furniture decisions.</p> <p>OUR VALUES Everyone at KI strives to:</p> <ul style="list-style-type: none"> • Be a trusted market resource • We are thought-leaders in the industry. • We have a knowledgeable and engaged sales force. • We are viewed as a trade media resource. • We invest in meaningful, proprietary research and development. <p>Operate with integrity</p> <ul style="list-style-type: none"> • We have honest and transparent processes, from the sale to installation. • We are committed to delivering on installation dates. • We are viewed as a reputable corporation. • We strive to be good stewards of the environment. <p>Build enduring relationships</p> <ul style="list-style-type: none"> • We act in the customer's best interests. • We strive to make customers rather than sales. • We create a working environment where employees feel they can build a long and fulfilling career. <p>Simplify the complex</p> <ul style="list-style-type: none"> • We actively listen first, to offer the best solution. • We have real-world experience in all our departments. • We hire and train smart, clear-thinking employees. <p>Offer simple, durable design</p> <ul style="list-style-type: none"> • We are known for the clean KI look and feel of our furniture. • We create well-designed furniture that is built with quality materials to last a long time. <p>Offer our customers personalized solutions</p> <ul style="list-style-type: none"> • We create market-specific designs for our customers. • We are innovative with our products and services. • We are a leader in customized solutions. • We use flexible manufacturing to best meet our customers' needs
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11	What are your company's expectations in the event of an award?	<p>Our overall goal, if awarded, is to continue to grow our ability to offer public agencies functional products with the latest designs and highest quality. Our ability to listen and understand the customer's needs will continue to be one of our main goals in the relentless drive to make the Customer's experience with KI effortless.</p> <p>With the continued partnership with Sourcewell, we believe that we will continue to grow our presence within these core markets. Sourcewell has consistently demonstrated the importance of support to awarded vendors and we expect that by continuing to share and enhance the same core values we can continue to grow our Educational, Government, and non-profits accounts by making them aware of the benefits of both Sourcewell and KI.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please find KI's Condensed, Consolidated balance sheet for 2021/2022, Surety Letter and a copy of our current insurance certificate for your review.	*
13	What is your US market share for the solutions that you are proposing?	KI is a privately held, 100 percent employee-owned company, we prefer to keep certain information confidential. However, KI defines our business as what we term as "Core Markets". To be a KI Core Market, we must maintain one of the top 3 positions or are able to attain one of the top 3 market share position in a relatively short number of years. Higher Education, K-12 and Government markets are all Core Markets for KI. KI has an experienced team in place that follows this market share and is extremely committed to maintaining and growing those positions.	*
14	What is your Canadian market share for the solutions that you are proposing?	KI has the same commitment to the Core Markets in Canada that we do in the United States and other countries throughout the world. We will continue to grow and gain market share on all our "Core Markets".	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	KI has never petitioned for bankruptcy protection.	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>KI is a manufacturer, but not only do we make the products, we have the capability to fulfill these orders direct to the member or through a local distributor of their choosing. KI also has the ability to service direct through our Service subsidiary, a one stop shop.</p> <p>At KI, we believe that the only customer who matters is you – you are our Market of One. So, we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs.</p> <ul style="list-style-type: none"> • Dedicated Service – You will have a team of experienced KI professionals assisting you through the furniture procurement journey. In addition, you have 24/7/365-day access to your order information from any electronic device via ki.com/orderstatus. • Fulfillment Freedom – While we offer space planning, shipping, and installation services, we will never limit you to working with agencies owned or affiliated strictly with KI. Rather, we will gladly collaborate and coordinate with any partner, dealer and/or installation entity YOU choose. KI does not prescribe to preset distribution channels. Rather, we deploy local KI representatives to work directly with you. KI's approach provides alternative procurement methods that allow you, not the manufacturer, to determine the best means to manage ordering and fulfillment activities. It also provides you the opportunity to reduce costs via bypassing the traditional dealer/"middleman" model, if required. <p>This client-centric business model is the engine that continues to drive KI's growth and client satisfaction. Ultimately, clients appreciate the flexibility to make purchasing and fulfillment decisions according to their needs versus what may be most expedient for the manufacturer.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Please find the KI license per state attached for your review. KI is authorized to sell products and provide services in all 50 states, the District of Columbia, and Canada. KI complies with applicable federal, state, local, and industry laws for each purchasing member wherever they are located.</p> <p>KI does work with third party certified service providers and obtains license verification and insurance certificates for all providers whom we work with.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	KI has not been subject to any suspension or disbarment in the past ten years or ever.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Product Design 2022 Best of NeoCon® Silver – LimeLite Seating Collection 2021 EDspaces Product Innovation Awards, Best in Show – C-Table Max Personal Worksurface 2018 A4LE LE Awards, Solution Provider Award – Ruckus Collection 2018 BUILDINGS™ Production Innovation Grand Award (1st Place) – Tattoo Collection 2018 BUILDINGS™ Product Innovation Merit Award (2nd Place) – Ruckus Mobile Height-Adjustable Lectern 2018 Best of NeoCon® Gold – Tattoo Collection</p> <p>Business and Industry 2022 – IIDA Best Large Showroom KI was named the winner of the Best Large Showroom category in the IIDA Showroom and Booth Competition at Neocon 2022 for its Chicago showroom.</p> <p>2020 – In-House Agency Forum Gold Award KI was recognized by IHAF with a Gold Award in the category Multi-Media – B2B Campaign for its 2019 NeoCon Campaign, which included interior design, environmental graphics, showroom activities, giveaways, social media, web site, invitation and communications.</p> <p>2018 – Weyenberg Prize for Business Excellence 2018 KI was awarded the Weyenberg Prize for Business Excellence, co-sponsored by the University of Wisconsin – Green Bay and InitiativeOne Leadership Institute. The Weyenberg Prize seeks to honor business excellence – companies where transformational leadership, strategy development, and strategic execution are embedded deep within the corporate culture.</p> <p>Sustainability 2020 Green Masters Award – Wisconsin Sustainable Business Council 2022 Green Masters Award – Wisconsin Sustainable Business Council</p> <p>In 2022 KI was awarded the Green Professional Award from the Wisconsin Sustainable Business Council. As a Green Professional, KI has performed actions in each of nine sustainability areas and has earned recognition along with all participating companies. Applicants to the Green Masters Program are judged on a comprehensive range of sustainability issues, from energy to water use to educational outreach and governance.</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>The percentage of sales KI has in the government sector over the past 3 years is still between 5% and 25%. The KI product offerings allow for State and Local government to choose functional, quality products without sacrificing styles and collaborative trends. KI experiences sales growth in the Government sector year on year. (This growth does not include KI's Prison Industries programs).</p>
21	What percentage of your sales are to the education sector in the past three years	<p>The percentage of sales KI has in the educational sector over the past 3 years is between 50% and 75%.</p> <p>Supporting the development of world-class learning and campus environments has been – and always will be – at the very core of KI. It's what we do best. We work with our educational partners to persistently grow our knowledge, understanding and experience with the Higher Education market. This helps us support a "customer of one" experience and develop a road map for future innovation specific to your unique learning experience.</p> <p>From cyberspace to physical space, KI understands the needs of higher learning. We're at the forefront of new ways to design and deliver responsive educational spaces with innovations that complement today's current educational concepts and university furniture that supports the learning environments of the future – fluid, interactive, engaging.</p> <p>Year after year, KI has experienced growth within the educational sector. Part of the KI vertical market strategy is the education markets, which currently the combined sales ranks 1 and 2 within the KI vertical markets.</p>
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Other than Sourcwell, KI holds cooperative purchasing agreements with groups such as NASPO, OMNIA and TIPS. KI also holds up to 24 State contracts. A growing number of States have adopted the Sourcwell cooperative and KI Furniture as their lead-state contract. Annual Sales per GPO and State contracts vary from \$100K - \$50 Million. Sourcwell is the most requested and utilized contract in the KI portfolio.</p>

23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	KI holds a General Service Administration (GSA) Contract, number: GS-28F-0033P. Annually, KI performs in the range of \$1 million - \$50 Million.	*
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Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Greencastle Middle School Greencastle, IN	Jeff Gibbony, Greencastle superintendent	jgibboney@greencastle.k12.in.us	*
Texas Tech Univ Law Library Lubbock, TX	Brian J. Uline, M.B.A. Assistant Dean of Finance and Administration	806.834.7452	*
Bolton High School Arlington, TN	Fred Ernest, Project Manager Knowledge Tree	fernest@theknowledgetree.com (901) 277-8651	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
INDIANAPOLIS PUBLIC SCHOOLS	Education	Indiana - IN	Manufacturer and installation of institutional furniture	\$1,841,747.14	\$1,841,747.14	*
TAFT MIDDLE SCHOOL	Education	Indiana - IN	Manufacturer and installation of institutional furniture	\$1,313,397.98	\$1,313,397.98	*
TEXAS TECH UNIV LUBBOCK	Education	Texas - TX	Manufacturer and installation of institutional furniture	\$347,157.00	\$1,041,450.29	*
TRAILRIDGE 8/9 SCHOOL	Education	Iowa - IA	Manufacturer and installation of institutional furniture	\$920,240.88	\$920,240.88	*
GRAND RIVER ENERGY CENTER	Government	Oklahoma - OK	Manufacturer and installation of commercial furniture	\$1,189,438.83	\$1,189,438.83	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

26	Sales force.	<p>Sales Specialist Near You In addition to corporate headquarters, showrooms, district offices and manufacturing facilities in the U.S., KI maintains an international sales and support presence throughout the Americas and Europe. Because we're worldwide, we're more accessible to further ensure a rewarding collaboration to better understand your overall project objectives.</p> <p>KI has broken out the numbers below. National Support and Service: - 9 Showrooms – in several metropolitan areas across the United States, in Toronto, and London. - 2 Divisions - 6 Manufacturing Locations</p> <p>Field Sales Force: - 71 Direct Sales Representatives - 78 Independent Sales Representatives - 12 Canadian Sales Representatives</p> <p>Corporate Support and Service: - 54 staff - Inside Sales Support - KI has a dedicated Inside Sales Support area that works within a specific region to support clients and sales representatives. This area actively markets the KI product offering throughout their designated region.</p> <p>- 166 staff – Corporate Customer Service and other Support Teams - When a customer places a call to the KI customer service departments, a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible within a reasonable response timeframe.</p> <p>- Customer Service Agents are assigned to provide support and include the responsibility for handling all aspects of daily project coordination. The primary team contacts are based on expertise.</p> <p>- Customer Service Team Manager provides additional support in the overall coordination of an account's specific needs including designation of resources and project coordination logistics.</p>
27	Dealer network or other distribution methods.	<p>Dealer Network KI has 441 approved dealers and 50 approved dealer representatives dedicated to the Sourcwell contract and are located throughout the United States. They have the full support of each of the District Leaders at each of the 25 locations. Please find the attached Dealer/DR listing for your review.</p> <p>Spacesaver Corporation 21 US Area Contractor/Distributor 11 Canadian Distributors</p>
28	Service force.	<p>Division of KI – Corporate Services 30 Staff - Installation Management Services (KI Services): The KI Services team is comprised of customer focused, factory trained Regional Managers, Installation Supervisors and Certified Installers. Regionally based service teams are available for quick response. These team members are factory-trained and specialize in the installation, maintenance, and repair of all the KI product lines.</p> <p>- 8 Staff - Regional Managers - 14 Staff – Installation Supervisors - 4 Staff - Installation and Account Coordinators - 4 Staff - Project Managers - 373 – Certified Installers throughout the country</p>

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>KI uses the tools of SalesForce.com to store Sourcewell contract terms and discounting. Salesforce.com is tied to the KI proprietary quoting system, once the Sourcewell contract number is loaded into the system, Salesforce.com auto feeds the discounting into the required Product fields of the quote. Each Sourcewell purchasing option and tier has a unique contract number to ensure proper costing is populated based on the customer requirements.</p> <p>KI is composed of a team of inside sales specialists, Regional Sales Representatives, and a robust Dealer network. A select number of dealer partners have access to the proprietary quoting program and are trained on its use. All other Dealer partners must request a quote from KI to ensure contract discounting compliance. Also, Dealer compensation is built into the KI pricing submittal.</p> <p>KI strives to provide excellent customer experience and finds great value in allowing the customer to determine their comfort level when administering a purchase order. The customer would determine if they would go direct to the manufacturer or go through their trusted Dealer network. Either way, KI ensures that the end-user's price is always based on the awarded contracted discount.</p> <p>The unique Sourcewell contract number that is applied to the various Sourcewell procurement options (volume tiers and Delivered or Delivered and installed) are noted on the quote cover page and urged to be mentioned on the Members purchase order as an extra measure to insure correct pricing. Once a PO and accompanied quotation is received by the KI order entry team, they log in the order and the order information including the Sourcewell contract numbers. The system has programing written to scan for the use of the Sourcewell contract and accrue the administration fee for future reporting and payment.</p> <p>On a quarterly basis the KI Contract Management department will run the reporting based on all the Sourcewell contracts and input the data into the Sourcewell sales usage templates. The sales total is calculated based upon the agreed upon administration fee and a check from the accrued account is cut and accompanied by the sales usage report to the remittance address of Sourcewell.</p> <p>KI has invested resources into programing a proficient way to have our procurement programs and automations take the guess work out of the compliances. These enhancements have helped make a good process, great and we are not about to stop there. Every year the KI team looks at how we can reinvest our efforts into making a customer's experience better. To KI a customer is defined as our internal team and partners, and anyone affiliated with KI and its business. Our goal is to continue to grow and find ways to make working with KI an effortless experience.</p>
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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Account Management</p> <p>We are transparent when it comes to your project because we know your credibility is on the line, which means our integrity is, too. That's why we provide you with a dedicated account support team to assist with your needs, earn your trust and develop enduring relationships that go much deeper than a business transaction.</p> <p>While you will have one main point of contact, know that an entire team will be working on your behalf. The cross-functional team includes tenured industry professionals who specialize in executing large and complex projects. The team is selected based on your needs, so in addition to your sales representative and customer service representative, team members may also be selected from design, manufacturing, finance, or any other area of the business that could positively impact the outcome of your project.</p> <p>CENTRALIZED PROJECT MANAGEMENT</p> <p>KI's centralized approach to project management, offers clients a variety of critical benefits, including:</p> <ul style="list-style-type: none"> • Intimate project knowledge and local representation • Access to an experienced corporate team of project managers • Access to a dedicated client support team, along with a single point of contact • Complementary CAD and other support services (including revisions) • Continuity and consistency in project management practices • Centralized data management <p>LOCAL SUPPORT</p> <p>Your sales specialist is based out of your geographic area and can respond to your needs in person, if necessary. This person is responsible for your account as well as specific projects you have in progress and will work with you one-on-one to develop account management plans, discuss projects in progress, perform site reviews, etc. The sales specialist can also engage, when necessary, with his or her district sales leader who can provide account support while ensuring project integrity from start to finish.</p> <p>KI Customer Service</p> <p>Customer service agents' interface with design/engineering, manufacturing, and logistic departments to handle customer concerns and issues. Standard hours of operation are from 8 a.m. to 5 p.m. with fluctuation for specific geographic areas. When a customer places a call to the KI customer service department, the customer will be greeted by a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible and adheres to four-hour response timeframe.</p> <p>Please find the complete Customer Service Program attached for your review.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Since the beginning of the partnership with Sourcewell, stemming back to 2008, KI and our subsidiaries have been successful in continuing to grow market share. If awarded, KI will continue to provide products and services to all Sourcewell participating entities throughout the United States.</p> <p>Sourcewell, along with KI, value the relationship with the customer and continue to better understand how to support the Government and Educational sectors. At KI, we believe that the only customer who matters is you – you are our Market of One. So, we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs. We're the right place for furniture, service and fulfillment options that align with your brand, your culture, and your work environment. We believe that our values and passion to support the customer are strongly aligned.</p> <p>Fulfillment Freedom – While we offer space planning, shipping and installation services, we will never limit participating entities to working with agencies owned or affiliated strictly with KI. Rather, we will gladly collaborate and coordinate with any partner, dealer and/or installation entity they choose.</p> <p>KI understands the importance of being able to satisfy the customer's desire to work with specific local dealers/ contractors/ installers that other manufacturers who must utilize franchise dealers cannot. The advantage this presents to our customers, the ability to work with who they are comfortable with. Our goal is to continue to partner with other Sourcewell contract holders to promote the KI product lines and the Sourcewell portfolio of contracts, for the betterment of its members.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>In 2022, KI introduced our products and services to the Canoe procurement group of Canada with items consistent with the existing Sourcewell contract.</p> <p>KI has the ability to service Canadian customers through our Canada subsidiaries, however there are barriers that exist regarding certifications which can be cost prohibitive. As the Canadian demand increase, KI can look at the pricing structure and business practices required in order to service this geographic area in an effort to navigate the exchange rate and tax challenges.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>KI and its Subsidiaries are authorized to sell and provide services in all 50 states, the District of Columbia, Canada and more. Neither KI nor its Subsidiaries are limited to any geographical area.</p> <p>KI and its Subsidiaries can service all Sourcewell market segments through the proposed contract.</p>	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	KI and its Subsidiaries can serve ALL Sourcewell Member sectors fully, that utilize commercial furnishings through the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>KI and its Subsidiaries do not have any specific requirements or restrictions which apply to Sourcewell Members located outside the continental USA.</p> <p>For shipments destined to other U.S. states (outside the 48 U.S. contiguous) or foreign territories, delivery will be made to a prearranged port. Members shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Tradeshows - KI will market and promote the Sourcewell contract during tradeshows with customized literature and signage.</p> <p>Education - Education is ensuring the depth of knowledge and working instruments are available to assist our KI sales representatives with all the assets, advantages, knowledge, and experience of the Sourcewell Contract.</p> <p>To further assist our mutual customer, the public agency customers, by promoting technologically advanced furniture solutions, reducing the cost of purchased goods, improve their administrative effectiveness, directly support their efforts and to have confidence in them and their purchasing process. Technologically advanced furniture solutions through Human-Centered Design. A Human-Centered Design process simply means that we design for the humans who will use the solution. Design is not based on our preconceived notions of what an effective learning environment is or “me too” inclinations. Human-Centered Design creates the “why” and also lays the foundation for authentic creation. People – students, faculty, administrators, and community – are the core of all learning. Human-centered design puts their needs first.</p> <p>Market Transition - The KI team will continue to offer and make the Sourcewell contract available to all current and future Sourcewell members. If KI again becomes a successful awardee of this contract, all KI sales reps will continue to be versed in all Sourcewell lexicon to ensure that all participating members are completely aware of KI as a Sourcewell Awarded Contract holder.</p> <p>Because of our past awards and continued education of all distribution partners, the transition to a new contract will flow seamlessly. The new contract will receive an internal code designation with its own unique national account number. This number will be utilized to accurately enable proper ordering from all internal and external staff. Additionally, KI uses proprietary specification software, which is loaded with the Sourcewell contract to assure all members of accurate pricing. Our Order Management System ensures that terms and conditions are met whether ordering directly from KI or from a distribution partner.</p> <p>Existing Customers - All existing KI contract holders will be informed of the ongoing affiliation with Sourcewell. Ultimately the transition to the Sourcewell/KI contract is the responsibility of the individual public or private entities. However, KI will present the benefits of the entire Sourcewell portfolio of contracts, rather than just the KI furniture contract. The strength of all Sourcewell contracts outweighs and enhances the individually held KI contracts.</p>
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37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>It is important to us to share information with you, Sourcewell and your members...to inspire you and your members, and help you make smart furniture solutions. To that end, KI has several resources where you can leverage our experience and get inspired!</p> <p>SOCIAL MEDIA For new product ideas and project inspiration, few social media sites have proven more valuable and visual than Pinterest. We've curated endless boards for cool training spaces, work styles, active design, various products, architectural walls, quotes we love, cities we've visited and our favorite -- #designmoves. If you're looking for inspiration, here's where you'll find it – PINTEREST.</p> <p>In addition, you can also engage with us on these social channels: facebook, twitter, snapchat, Instagram and YouTube.</p> <p>ELECTRONIC CATALOGS We've developed a catalog for each of our core markets. Each catalog offers insights on the market, real-world images, thought starters and space planning ideas as well as product recommendations. You can flip through the catalogs on-line@ki.com/insights/markets or order a printed copy on KI.com.</p> <p>Higher Education Insights K-12 Insights Government Insights Healthcare Insights Workplace Insights</p> <p>THOUGHT LEADERSHIP White Papers: Our product design is based on human-centered design. We are often in the field observing, interviewing, and experimenting. In addition, our market leadership team is always researching and investigating how our furniture can support the way you work, learn, relax, and heal. We've compiled that information into several white papers to help you plan the perfect environment.</p> <p>The Learner's Journey Design for Cutting-Edge Athletic Spaces Adaptive Furniture C2C: College to Corporate Choice-Based Work</p> <p>KI Blog: If you don't have time to thoroughly read a white paper, you can glean a lot of information from the KI Blog, which features quick insights on market trends, product launches, industry news, events and much more. As a trusted market resource, we furnish more than furniture. We furnish knowledge. From trends in workplace design to research on learning environments, our blog offers an avenue for real-world insights, product information, design inspiration and more.</p> <p>NEW - Furnishing Knowledge Podcasts.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Marketing – for Sourcewell to market the KI contract proactively and jointly to agencies nationwide through a network of major sponsors (AASA, NAEP, I-ASBO, NACO, NIGP) and state-level sponsors. In addition, Sourcewell staff will enhance the Supplier's marketing efforts through in-person/phone meeting with public agencies, participation in key events, tradeshows, web site, social media, publications, and by providing online tools to the Supplier's sales force.</p> <p>Training - We anticipate that Sourcewell would be dedicated to the continual training and education of the KI sales force. Conducting face to face training or conduct joint calls to major Public Agencies. This direct support of the field is enhanced by a Supplier login that provides presentation, documents, and information to assist the KI field sales force in effectively promoting the Sourcewell contract.</p> <p>Knowledge Management Support - We anticipate Sourcewell would provide resources and tools that enable KI to leverage the program's knowledge and data. The KI sales force will be provided access to a private login site that contains marketing, training, and targeting data.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>KI has offered an e-procurement ordering process via third party technologies. These private "purchasing portals" are available for qualified requests. KI customers use the e-procurement system as a means of transacting online purchase orders via private web pages, individually loaded with customer-approved style and finish options as well as contract pricing. These electronic systems allow numerous locations and purchasing entities to utilize one central method of submitting purchase orders, which streamlines paperwork and improves communication.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	KI provides published installation/ assembly instructions and user / maintenance manuals for products directly to the client at no additional cost. Along with written information, KI personnel can provide hands-on product training. This valuable face-to-face interaction between knowledgeable KI employees and client facilities personnel provides a proactive learning experience and offers a forum in which to raise questions and discover the most efficient methods of product handling. Once trained, facilities personnel can handle a wide range of product maintenance procedures, eliminating the need to hire outside labor for simple product adjustments. This would be an optional request at no additional charge.

41	Describe any technological advances that your proposed products or services offer.	<p>Redefining Innovation With Infinity From KI A Google search for “innovation” returns some 474 million results, and more than 5,000 tweets a day include “#innovation.”</p> <p>It’s safe to say we’re wearing out the word -- especially in the contract furniture industry. A recent KI survey of more than 450 designers and dealers from around the country found that seven in 10 designers and dealers believe the word “innovation” is overused. Some of the folks we talked to said that “innovation”:</p> <p>Has “lost its meaning.” Is “generic filler.” Is an “overused buzzword.”</p> <p>We believe that innovation provides a client with a unique, personalized solution that expressly meets their needs. Innovative products help clients solve a design problem specific to their own experience.</p> <p>Solutions may help clients: Differentiate their brand. Increase worker performance. Define their company culture.</p> <p>The word may be overused -- but the concepts underpinning “innovation” are more important than ever. Ninety-six percent of the designers and dealers we surveyed believe furniture plays a key role in creating innovative spaces -- in part because people interact with furniture more than any other element within a space.</p> <p>The Pitfalls of Custom Solutions Designers tell us their clients want tailored furniture solutions to meet their exact needs. In some instances, an existing product may be modified. Other times, a solution is co-created from scratch by collaborating with manufacturers.</p> <p>The need isn’t going away either: Nearly six in 10 of the designers and dealers believe modification requests are increasing. About 50% feel similarly about co-created products. Just 8 percent believe those needs are decreasing.</p> <p>Organizations co-create products for all sorts of purposes. One organization may want a reception desk that reflects its company logo, right down to the shape and color. Another may want workstations that can reconfigure and transform into a conference table or worksurface for an all-hands meeting.</p> <p>Why aren’t more companies and designers specifying custom solutions? Designers told us that they often face challenges with manufacturers when modifying or co-creating a solution. The process can be expensive and time-consuming. In some cases, they may not trust the manufacturer to deliver on their vision. Nearly 90 percent of those we spoke to said they would specify more modified or co-created products for their clients if the process were easier.</p> <p>Infinity from KI That’s why we developed Infinity from KI. Designers and clients are demanding truly innovative, one-of-a-kind products that they can have a hand bringing to life. Infinity from KI empowers them to do so.</p> <p>Here’s how the Infinity from KI process works. First, our dedicated team of KI specialists consults with a client and his or her design partners on their goals. Then, we create renderings, prototypes and mockups of potential custom solutions -- complete with clear production timelines and cost estimates.</p> <p>After we manufacture the solution, we test it and make sure it adheres to industry codes as well as our own rigorous standards. After the solution is in the client’s hands, we provide assembly instructions, technical specifications and ongoing support. We’ve already deployed the Infinity from KI approach to co-create spaces with a number of organizations -- spaces that may never be replicated again.</p> <p>Organizations are looking for furniture solutions that meet their individual needs, brand and culture -- solutions that are unique to their company. KI understands this desire to put a “signature” on space. Whether clients want to modify an existing product or create something totally from scratch, that’s the kind of innovation that Infinity from KI can deliver.</p>
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>KI is a part of the U.S. EPA Green Power Partnership program. Members of the Green Power Partnership are supported by the EPA in terms of tailored education programs that assist in understanding the considerable influences and benefits of green power. This program also assists in locating vendors and suppliers related to green power and helps with carbon footprint reduction instruments.</p> <p>In order to reduce our transportation emissions, a portion of our trucking fleet is SmartWay certified under the U.S. EPA. SmartWay program. EPA's SmartWay program helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation efficiency.</p> <p>In 2017, KI joined PrintReleaf, a platform that converts paper usage into actual trees. PrintReleaf measures our paper consumption totals, then calculates our paper footprint which is equal to a specific and accurate number of trees. As we print, KI replants trees in forests that need it most around the world. Since joining PrintReleaf, KI has planted 3,665 trees in places such as California, Canada, Ireland, Dominican Republic, Brazil, India, Mexico, and Madagascar.</p> <p>KI'S Canadian facility in Pembroke, Ontario is ISO 14001 certified. ISO 14001 is an internationally agreed standard that sets out the requirements for an environmental management system. It helps organizations improve their environmental performance through more efficient use of resources and reduction of waste.</p> <p>Please reference the KI Social Responsibility Report attachment for your review.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>KI has products certified under the following third-party environmental programs: Environmental Product Declarations (EPD): 31 products Declare Labels: 47 products</p> <p>Please reference the KI Eco-Labels Ratings Certifications attachment for your review.</p>
44	Describe any quality management and environmental system certifications attained by your organization (LEED, Greenguard Indoor Air Quality, ANSI, BIFMA or others).	<p>KI has attained the following quality management and environmental system certifications: BIFMA e3 Level: 184 Products BIFMA Compliant Program: 79 products SCS Indoor Advantage Gold (Indoor Air Quality): 223 products</p> <p>KI's BIFMA Testing Lab certified: Sourcewell can assure its members of the finest products by insisting that vendors meet acceptable quality standards. Those acceptable standards in the contract furniture industry are ANSI/BIFMA standards that test for stability, strength, durability, and load. We qualify KI products to the applicable ANSI/BIFMA and UL test standards through independent and internal testing. KI is ISO 9001 registered, houses a state-of-the art and accredited laboratory testing facility with accurate equipment and fully trained personnel.</p> <p>*Copies of specific KI product test results are available upon request as required for product specifications, etc.*</p> <p>Commitment to Quality Everyone at KI – from the sales representative out in the field to the engineer working on the manufacturing floor – upholds customer satisfaction as one of their ongoing responsibilities. And quality is a key part of the equation.</p> <p>To ensure our customers throughout the world feel assured that our products and services will meet their diverse quality requirements, we practice several quality performance measurements, including ISO 9001 certification, Six Sigma methodology, Kaizen processes and high ethical standards. We also incorporate environmental health and safety programs to ensure our business protects the health and safety of our employees, customers, vendors, communities, and environment.</p> <p>Our customers' appraisals of our performance, specifically quality, is of utmost importance to us.</p> <p>Please find the attachment titled BIFMA Testing for your review.</p>

<p>45</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>As an equal opportunity employer, KI implements fair labor and business practices across all levels of the organization. Promoting a balanced playing field in the marketplace, KI follows basic guidelines when selecting subcontractors. Ensuring fair procurement of products and services, KI participates in the development, preparation and execution of individual subcontracting plans and monitors performance relative to each plan. The company's support of minority and women-owned enterprises is demonstrated through outreach efforts, internal guidelines and processes, contractual language, and incentive plans. Some of the specific ways KI can meet supplier diversity initiatives include.</p> <p>Outreach efforts to obtain sources:</p> <ul style="list-style-type: none"> • Contracting minority and small business trade associations • Contracting business development organizations • Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (Pro-Net) System. • Attending small, minority and women-owned small business procurement conferences and trade fair. <p>Internal efforts to guide and encourage purchasing personnel:</p> <ul style="list-style-type: none"> • Presenting workshops, seminars, and training programs • Establishing, maintaining, and using small, hub zone small, small disadvantaged and women owned small business source lists, guides, and other data for soliciting subcontracts. • Monitoring activities to evaluate compliance with the subcontracting plan <p>KI also participates and cooperates in pertinent studies and/or surveys as well as periodic compliance reporting which show compliance with subcontracting plans.</p> <p>Please find "KI's Minority Plan for 2023" attached for your review.</p> <p>You will also find the certification for each dealer partner listed on the approved dealer list attached for question 27. Dealer Network.</p>
<p>46</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>What Makes Us Different</p> <p>We want to hear what you have to say about your goals, how your employees or students want to work or learn, your expectations ... even what you want people to feel when they walk into your space. That way, we can help you make well-informed, educated decisions about your furniture investment. Following are a few more reasons customers keep coming back to KI for furniture solutions.</p> <p>EASY TO DO BUSINESS</p> <p>Whether you need help space planning, selecting surface materials, determining what furniture best fits your work style, or coordinating installation with other contractors, we're here to help.</p> <p>Sourcewell members are the most important customer to KI. Some manufacturers must keep their largest distributors happy and large distributors must keep their key providers happy, KI is only concerned with providing the right solution for the need to all Sourcewell members.</p> <p>CORE MARKET FOCUS</p> <p>We stay laser focused on our core markets, persistently growing our knowledge, understanding and experience within each. That helps us design furniture solutions and support services that address the needs specific to:</p> <ul style="list-style-type: none"> • Higher Education • K-12 Education • Workplace • Healthcare • Federal & State Government <p>The Education and Government customers are the KI "Core Markets". Sourcewell members are not an opportunity market for KI, they are who we interact with on a daily basis to improve learning and productivity.</p> <p>MARKET OF ONE® PHILOSOPHY</p> <p>We believe the only customer who matters is you – you are our Market of One. So, we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs. We're the right place for furniture, service and fulfillment options that align with your brand, culture and work environment.</p> <p>KI has the broadest selection of products in the industry which allows for "1-stop shopping" which allows the Sourcewell member to attain the deepest discount tier more easily than having to select from multiple sources.</p> <p>UNITED STATES MANUFACTURER</p> <p>Some of the industry giants import up to 40% of their products sold in the United States.</p>

KI imports a much smaller percentage and is driven to create more local jobs who support Education and Government markets with their taxes.

FULFILLMENT FREEDOM

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

EMPLOYEE OWNERSHIP

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

DELIVERY AND INSTALLATION SERVICES

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

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

FURNISHING KNOWLEDGE THROUGH DESIGN

Design shapes how we see ourselves, drives emotion and ensures safety. Our approach to design uses platforms of simplicity, universality and connectivity. Through human-centered design, we create compelling environments by aligning culture, brand and functional objectives. The ideas behind this approach include adaptive design, increased user control, higher levels of engagement and a balance between the basic work styles (Focus, Interaction, Ideation and Regenerative) and behavioral needs of users.

If standard furniture options just aren't working for you and you need an "outside the box" solution, look to Infinity from KI. Approximately 20% of all KI solutions fall into the category of Infinity, compared to an industry average of roughly 1%. Whether you want to modify an existing KI product or create something from concept, we can help.

KI will work with Sourcewell members through brainstorming and collaborative activities to uncover key insights for their specific projects. Learning Space Workshops – Exploring trends in educational design.

HANDS-ON EXPERIENCE - Work collaboratively to establish design drivers for your physical learning space. Enjoy lively brainstorming and collaborative activities. Use 3D models to create a prototypical classroom and makerspace.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	<p>Yes, KI's warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period.</p> <p>Labor Warranty Further subject to the limitations set forth below, KI warrants that the KI product will be installed in compliance with all manufacturer specifications. If, during the ninety (90) days immediately following initial installation, KI reasonably determines that one or more aspects of the KI product was not installed according to manufacturer specifications, KI shall, at KI's expense, reinstall the affected components according to manufacturer specifications. KI shall be afforded reasonable access to all components suspected to require reinstallation in order to determine warranty coverage. Claims of alleged faulty installation made to KI outside the aforementioned ninety (90)-day period shall fall outside the scope of this warranty, and KI shall be under no obligation to provide any reinstallation services for untimely claims.</p>
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The KI Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8-hour shift per day.
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, KI at its option, will either repair or replace the defective product with a comparable component or product or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product.
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	KI has the ability to provide a certified technician to perform warranty work in any geographical location. Each Sourcewell Member will be provided with detailed information as to how to contact KI or our representative for all warranty work.
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	KI is the manufacturer and will cover all products that are part of our proposal.
52	What are your proposed exchange and return programs and policies?	<p>KI is a just in time manufacturer and produces products according to a client's specific specifications, therefore an exchange option or program is not required.</p> <p>Product conforming to the specifications contained in the KI acknowledgement to the Customer may not be returned to KI without KI written consent. Consent may be conditioned upon Customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipment.</p> <p>If a product is defective upon arrival, and if written notice of the defect is given to KI, both product and services will be covered by the KI warranty.</p>
53	Describe any service contract options for the items included in your proposal.	<p>KI is offering its full product line and our subsidiary companies product lines to Sourcewell as part of our proposal. KI has an extensive educational portfolio, along with a full line of systems products, files & storage, seating, tables, lounge seating, healthcare, casegoods, architectural walls, and auditorium applications. Subsidiaries lines include High Density Mobile, Shelving, & Storage Solutions and Textiles.</p> <p>KI also has factory trained technicians and installation partners throughout the US that can assist in fulfillment needs.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment	Payment Terms:

methods.

Payment on all KI invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice. KI is set up to accept Electronic Fund Transfers (EFT).

Payment Options:

1. Corporate Credit or Purchasing Card
2. EFT – Electronic Funds Transfer or Bank Wire
3. Direct Payment via check, money order, or bank cheque
4. Leasing Options available

KI does offer EDI capabilities for invoicing/payment to major customers.

ELECTRONIC DATA INTERCHANGE (EDI)

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

EDI System Configuration

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

Enveloping: ISA

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

Test/Production Flag

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

Transmission Schedule

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

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

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

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

Acknowledgments

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

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

Transmission Methods and Cost

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

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

		<p>Checks Against Duplication of Orders If a document is sent to KI with a duplicate interchange control number, it will not be processed. A duplicate interchange control number is a control number used by the same trading partner ID within the last three months. The EDI coordinator at KI will call the sending party to notify them of a duplicate. If requested, the documents can then be processed. If a document is sent more than once, but different control numbers are used, it may not be identified as a duplicate. Therefore, it may be processed as an original document. If an order is received by different media, for example phoned/faxed in and then sent EDI, KI has no control to prevent duplication. Phoned or faxed orders should not be sent EDI.</p> <p>Ensuring Receipt of All Documents KI checks the interchange control numbers received from each trading partner weekly. KI expects these control numbers to be sequential and gap-free. If KI believes a group of documents is missing, the EDI coordinator will call the trading partner.</p> <p>Electronic Funds Transfer (EFT) KI is set up to receive EFTs.</p>	
55	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Yes, KI offers a lease finance option. The first and last monthly payments are required at the time of signing. Lease quotations subject to National Cooperative Leasing credit approval. Rates are based upon current market and subject to change without notice.</p> <p>Contact KI for a quote.</p>	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>At KI, we're here to guide you through the contract furniture procurement process and to make your buying experience simple. Regardless of a project's size or budget, we believe in listening to your needs and providing latitude and choice in services and purchasing options.</p> <p>After your order has been submitted: KI acknowledges all POs via automated fax. To view the status of your order, visit ki.com/orderstatus</p> <p>Product Lead Times - lead times represent the time from receipt of a purchase order to shipment from our manufacturing facility. Updated weekly, these are average lead times for product groups, not individual product models. https://www.ki.com/design-resources/product-lead-times/</p> <p>Terms & Conditions - KI's terms and conditions for product purchases. Please be aware that this information may change from time to time. A copy of KI's terms and conditions are attached to the Warranty document for line item 47. https://ki.widen.net/s/vvhzpsxnn9/2023---terms-conditions-rights-and-warranties</p>	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>Yes, P-Cards are accepted at time of order placement only, order needs to be \$500 or less and be paid in full. There would be no additional costs to the Sourcwell Member if using this process.</p> <p>KI also accepts credit cards (Visa, MasterCard, or American Express) for prepayments for orders \$25,000 or less. The card is charged prior to putting the order into the production schedule and a completed Credit Card Authorization form (available on KI.com or SFDC) is required. Handling fee not required.</p>	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
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58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>KI will be providing a percentage discount off the KI published Price Lists.</p> <p>In a continuing effort to improve efficiency and reduce our environmental impact, KI will no longer offer printed price lists. KI price lists are now available in electronic format (PDF) only. We have provided Sourcewell with direct links to all of KI product price lists. These price lists are also available at https://www.ki.com/design-resources/document-library/ to download. It is best to rely on the electronic (PDF) versions of the price lists to ensure that you and your members are viewing the most recent pricing.</p> <p>As a manufacturer of commercial educational/office furniture, KI offers numerous options in colors, fabrics, laminates, styles, paint finish for every product we sell. Providing sku # for every option would entail literally millions of sku numbers. Product selections can be provided by KI Representatives or through our extensive dealer network.</p>
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Catalogs provided show "list pricing". KI will be providing a percentage discount off list pricing.</p> <p>Discounts will vary depending on product and geographic area. KI has established two categories, Coast to coast and Alaska & Hawaii. Coast to coast offer provides both a "dock" delivery option and an "installed" delivered option for Sourcewell members. The Alaska & Hawaii category offers a "dock" delivery option only for port of exit. Delivery from continental US to AK or HI may have an additional charge. Installation, if requested, will be negotiated between the customer and the installer on a case-by-case basis.</p> <p>Using the total list price of a project, the tiered discount can then be determined. KI is offering three tiers as an advantage to your member. The larger the project the better the discount.</p> <p>Please see the product discount spreadsheet under the Pricing Offered section of the RFP.</p>
60	Describe any quantity or volume discounts or rebate programs that you offer.	<p>KI's pricing policy is to always provide the "BEST PRICE" on all its products, which eliminates the need for rebates, incentives, or additional discounts. It is the KI intent to provide Sourcewell and its members with the "BEST PRICE", based on the terms and conditions, as documented in the Pricing offer.</p>
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>KI will assist in the procurement of "Sourced Goods" (non-KI product) provided that the majority of the order is made up of KI Products. These items would be sold at cost plus a percentage.</p> <p>A modified product is altering an existing KI product to create a more original solution, one that uniquely satisfies a need. Modification satisfies a very specific requirement identified at the outset of a project—whether that's creating a unique function, designing a custom aesthetic, reducing footprint, shaving off cost and more.</p> <p>A co-created product solution is a completely new idea designed specifically for you or your client in full collaboration with KI. It requires working in partnership on concepts and creating an entirely new, differentiating, or proprietary solution from scratch—one that's totally unique to your space or brand.</p> <p>These items would be quoted on a case-by-case basis.</p>

62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Not only has KI provided a discount for dock delivery but we have also provided an "installed" delivered option for all Sourcewell Members.</p> <p>Installation for HI or AK, if requested, will be negotiated between the member and the installer on a case-by-case basis.</p> <p>Auditorium /Fixed Seating & Demountable Walls - Architectural products are not quoted with installation charges and are quoted on a project-by-project basis.</p> <p>Spacesaver Products - Installation: Due to the custom nature of this equipment, it is quoted per project; however, installation charges for non-union, non-prevailing wage projects will not exceed 40% of list price for any product categories noted. Projects requiring prevailing wage or union wages must be quoted project by project due to local variations in wages and classifications of labor.</p>	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Products quoted as "Delivered Pricing", no additional cost will be given. Customer shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing.</p> <p>Accessorial Fees: Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following:</p> <ul style="list-style-type: none"> • A need for special delivery equipment, including lift gates • The absence of a loading dock • Re-direction or re-consignment of product • Detention charges • Street unloads • Improper refusal of product • Afterhours/weekend installation • Union labor rates if required • Additional fees for installations more than 30 miles from closest servicing center and on full-service installation orders less than \$2,500. <p>Auditorium /Fixed Seating & Demountable Walls - Architectural products are not quoted with transportation and are quoted on a project-by-project basis.</p> <p>Spacesaver Products - Freight and inside delivery is quoted per project based on the size and scope of the member's specific project. This will provide the best value, lowest cost to each member.</p>	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	KI reserves the right to select the "best way" shipment methods and means (including, but not limited to, determination of the carrier, method of shipment, and routing). Standard delivery shall be dock-to dock delivery and shall occur Monday through Friday, 7:00 a.m. to 3:00 p.m. for truckload or 9:00a.m. to 5:00 p.m. for less than truckload or parcel. Products quoted as "Delivered Pricing" shall be "F.O.B. Origin," and freight charges are based on shipments to the 48 U.S. contiguous states. For shipments destined to other U.S. states or foreign territories, delivery will be made to a prearranged port.	*

65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>KI provides multiple delivery options for each end users site conditions and specifics.</p> <p>A few of KI shipping methods are: To ensure a timely, economical and sustainable delivery experience, KI uses a variety of shipping methods.</p> <p>Parcel (FedEx or UPS) - Used for smaller shipments such as parts, accessories or single items. Delivers without pre-notification.</p> <p>Standard LTL (Less-than-Truckload): Used for small- to medium-sized shipments (less than 13 ft. in length). If KI receives a Call Before Delivery request, Standard LTL carriers will contact the customer to schedule a delivery window. A Call Before Delivery request may add a day of transit and requires the customer to return the carrier's call prior to delivery. If no Call Before Delivery request is made, the shipment delivers with standard transit to meet the delivery date acknowledged by KI (not guaranteed; see below for guaranteed service). The delivery dates and/or appointment windows with Standard LTL are estimates only and KI cannot be held responsible for consequential costs or damages associated with delayed deliveries.</p> <p>Standard LTL delivery occurs between 9 am and 5 pm Monday through Friday.</p> <p>LTL with Carrier Deliver on Service (CDOS): Used for small- to medium-sized shipments that require delivery on a specific day by 5 pm. Typically, this service is used when a shipment needs to deliver to a job site or has strict deadlines for delivery. The fee for CDOS is \$350. If the shipment does not arrive on time, the fee will be reimbursed. KI cannot be held responsible for consequential costs or damages associated with delayed deliveries.</p> <p>LTL with CDOS occurs between 9 am and 5 pm Monday through Friday. Time-specific delivery commitments can be made by noon, by 5 pm or a one-hour window. Please call for a quote.</p> <p>Truckload: Used for large shipments and will deliver on a 53 ft. tractor trailer. Carrier will call in advance to confirm a delivery appointment date and time one to five days in advance of the delivery date.</p> <p>Truckload delivery occurs between 6 am and 12 pm Monday through Friday. Trailers must be offloaded within two hours after arrival and empty by 2 pm to avoid additional charges.</p> <p>Advance Shipment Notification (ASN): An ASN is an electronic email notification issued at the time of shipment. ASNs are available upon request for any of the above-mentioned shipping methods.</p>
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
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67	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>Salesforce.com is communication tool used between the field sales organization and customer support at the corporate office. It gives real-time updates and instructions where needed and helps in product management, reporting, and contract management.</p> <p>Salesforce allows the company to provide one view of the customer to its internal employees and Sales Associates. All KI sales and support roles have visibility to the accounts, contract pricing, and contacts that interact with KI personnel in the order-to-cash cycle. They also have collaborative technology to share information on opportunities and cases.</p> <p>Sourcewell members that have a direct account, the KI contract number is listed on the account. This contract number will automatically appear on their orders when they are entered. If the Sourcewell contract number is noted on the order or on the quote from the sales rep, then that contract number is entered on the order.</p> <p>The KI Process for tracking sales from distributors and/or dealers:</p> <ol style="list-style-type: none"> 1. On a weekly basis, reports of orders that are entered during the previous week are printed. 2. The end-user is determined on each order by checking the order notes, ship to address, purchase order or by emailing the sales rep/dealer for clarification. 3. The end-user of each order is then checked against the Sourcewell member list. If the end-user is listed on the membership lists, the contract number is added to the order. 4. At the end of the quarter, the EDI report is run, which captures all orders during that quarter with the Sourcewell contract number listed on it. 5. When a dealer would have purchased for a member, the contract number is listed in the notes and all the member information is then listed on the report. 6. Showcase query is then used to put the EDI information into the Excel document. 7. The report is then again checked one last time to make sure end-users are still an existing member of Sourcewell. At this time, the member's name, address and member numbers are also check for accuracy. 8. When all final checks are completed, the report is sent via email to Sourcewell. 9. The admin fee and letter are then mailed to Sourcewell.
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68	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>Calculation of the Admin Fee Quarterly is a metrics that KI uses to track performance.</p> <p>But the most important is the feedback from the member/customer. KI has taken on a major initiative in enhancing the customer experience. Enhancing through our continuous improvement of the corporate processes and policy, to our internal customer service training and through our customer surveys. KI believes that the customer's needs will continue to change, and KI must adapt and change with it. Every survey score is reviewed and any score that is low, is flagged and a personal call is made by our leadership team to assist in improving the experience and learning what steps need to be taken to make this the exception.</p> <p>CONTINUOUS PERFORMANCE MEASUREMENT In our minds, it's not enough to make high-quality products. You have to back them with great service and ongoing support. All of our internal processes from design to manufacturing and fulfillment are structured to confirm you made the right decision in selecting KI as your furniture solutions partner. Following are some of the methods we use to gauge our quality performance against your expectations, the industry and our own personal high level of standards:</p> <p>Customer Satisfaction - The ability to meet or exceed customers' expectations in terms of performance. How Calculated - Survey designed to measure the level of satisfaction for specific performance areas.</p> <p>Accurate Delivery - Customer receipt of the correct products and quantity ordered. How Calculated - Replacements and shortage orders report (as a percentage of total orders)</p> <p>On-Time Delivery - Customer receipt of products and parts on scheduled date. How Calculated - Backorder reports that correlate with published lead times and designated ship dates.</p> <p>Cost of Quality - The cost associated with products KI has to replace or repair due to manufacturing anomalies. How Calculated - Consolidated reporting of:</p> <ul style="list-style-type: none"> • Replacement/shortage orders • Operations opportunities • Sales return and allowance • Freight expenses
69	<p>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)</p>	<p>KI and its Subsidiaries would like to propose a 2% administrative fee calculated as a percentage of the contract sale price and to be payable to Sourcewell for facilitation and promotion of the contract opportunity.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>Furniture design—crafting the elements that make up the spaces where work, learning and life can happen—can really only be about one thing: the people who will interact with and rely on that furniture within their environment. At KI, that's what drives our design philosophy. We're here to help you create products and spaces that are specific to you, designed around the people you serve.</p> <p>It's your environment. Your brand. Your people. That's what we design for. Human-centered design is the heart of our design philosophy. It's an approach built on empathy and understanding. Getting to know your specific needs—who will use the space, and how they'll interact with it—then tailoring your environment to meet those needs. And it results in better solutions, because they're designed for the very people you're intending to serve.</p> <p>Through human-centered design, we support compelling environments by aligning</p>

culture, brand and functional objectives. In the applications that follow, KI furniture enables adaptive design, increased user control, higher levels of engagement and a balance between behavioral needs of users.

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

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

K-12 Education – supporting an active, learning-centered design approach. Insightful, Responsive Educational Spaces

Workplace Solutions – supporting employees needs and workplace design. That Make Business Sense

Government – solutions for federal, state and local branches. At KI, We Simplify the Complex

Healthcare – supporting patients, family and staff. A Shared Dedication

CATEGORIES

Seating

Tables

Desks

Architectural Walls

Pods

Workspace Systems

Files & Storage

Casegoods

Residence Hall & Dormitory Furniture

Library Furniture

Auditorium & Lecture Hall Furniture

Accessories

Divisions

Our decades in the furniture business have helped us identify areas where we could better serve our customers. That has led to the development or purchase of subsidiaries that round out our business and provide you with turnkey solutions.

SPACESAVER CORPORATION

Subsidiary

Fort Atkinson, WI

Manufacturer and service provider for high-density and mobile storage systems
spacesaver.com

Employees: 461

SpaceSaver - Started with high-density mobile shelving almost 50 years ago, and over the years we've developed a variety of other innovative storage products that help our clients better manage their time, space, and security. We design and manufacture all our products in-house with our on-site engineering and manufacturing teams, and we take the time to listen to your challenges. In short, we make products that help you do your job better.

PALLAS TEXTILES

Green Bay, WI

Manufacturer of high-performance upholsteries, panel fabrics and cubicles
pallastextiles.com

Employees: 17

Pallas Textiles fuses the art of weaving with today's modern techniques and fibers into sophisticated, stylish and timeless upholsteries, panel fabrics and privacy curtains that continually evolve in color, pattern and texture.

71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>SUBCATEGORIES</p> <p>Seating Stack Chairs Task Chairs Student Seating Tablet Armchairs Nesting Chairs Guest Chairs Lounge Seating Multiple/Tandem Seating Healthcare Seating Bariatric Seating Cafe Stools Task Stools Industrial Stools Folding Chairs</p> <p>Tables Multipurpose Tables Student Tables Powered Tables Height-Adjustable Tables Executive Conference Tables Occasional Tables School Cafeteria Tables Folding Tables</p> <p>Desks Office/Work Desks Teacher Desks/Lecterns Student Desks</p> <p>Workspace Systems Panel Systems Benching Systems Desking Systems Powered Screens</p> <p>Files & Storage Storage Towers Lockers, Laterals, Verticals Credenzas, Chests, Cubbies Pedestals & Personal Storage Book Storage Overhead Storage</p> <p>Auditorium & Lecture Hall Furniture Auditorium Seating Fixed Seating & Tables Lecterns</p> <p>Accessories Computer Support Accessories Power Accessories Screens & Space Dividers Workspace Accessories</p>
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Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Desks and workstations (stationary, sit-to-stand, control and dispatch consoles, charging stations)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Most are part of the KI standard offering. KI would not be able to provide dispatch consoles, but could develop possible solution through our Infinity program.	*
73	Chairs	<input checked="" type="radio"/> Yes <input type="radio"/> No	KI standard offering.	*
74	Tables	<input checked="" type="radio"/> Yes <input type="radio"/> No	KI standard offering.	*
75	Modular and demountable walls	<input checked="" type="radio"/> Yes <input type="radio"/> No	KI standard offering.	*
76	Cubicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	KI standard offering.	*
77	Patio or outdoor	<input type="radio"/> Yes <input checked="" type="radio"/> No	KI does not offer outdoor or patio style furnishings.	*
78	Seating (benches, fixed stools, ottomans, integrated power systems)	<input checked="" type="radio"/> Yes <input type="radio"/> No	KI standard offering.	*
79	Casegoods	<input checked="" type="radio"/> Yes <input type="radio"/> No	KI standard offering.	*
80	Residential hall furnishings	<input checked="" type="radio"/> Yes <input type="radio"/> No	KI standard offering.	*
81	Related services including rental, design, space planning, installation, assembly, safety inspection, repair, renovation, refurbishment, re-manufacture, retrofit or recycling services to the offering above; and	<input checked="" type="radio"/> Yes <input type="radio"/> No	Services KI would work with Sourcewell members to find vendor/supplier to support the refurbishment or re-manufacture of existing furniture.	*
82	Proposers may also include related storage and technology integrated furniture solutions, ergonomic solutions and accessories, workspace systems and accessories to the extent that the offering is ancillary or complementary to an offering of Furniture Solutions as described in Lines 72-81 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	KI standard offering.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - _58. RFP 091423 Name Krueger International RFP 091423 Sourcewell Discount Matrix.xls - Wednesday September 13, 2023 10:13:31
- [Financial Strength and Stability](#) - 12. RFP 091423 Name Krueger International Financial Strength Stability.pdf - Wednesday September 06, 2023 15:51:32
- [Marketing Plan/Samples](#) - 36. RFP 091423 Name Krueger International Marketing Sample.pdf - Wednesday September 06, 2023 15:51:56
- [WMBE/MBE/SBE or Related Certificates](#) - 45. RFP 091423 Name Krueger Internationa Minority (MWBE) Subcontracting Plan.pdf - Wednesday September 06, 2023 15:51:42
- [Warranty Information](#) - _47. RFP 091423 Name Krueger International Warranty.pdf - Thursday September 07, 2023 09:59:16
- [Standard Transaction Document Samples](#) - 56. RFP 091423 Name Krueger International transaction documents.pdf - Monday September 11, 2023 10:25:47
- [Requested Exceptions](#) - RFP_091423_Krueger International Requested Exceptions Furniture_Contract_Template.docx - Wednesday September 06, 2023 15:52:16
- [Upload Additional Document](#) - RFP 091423 Name Krueger International Additional.zip - Thursday September 07, 2023 11:02:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kelli Plamann, Proposal Program Manager, Krueger International, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Furniture_Solutions_RFP_091423 Tue September 5 2023 03:34 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Furniture_Solutions_RFP_091423 Thu August 31 2023 12:47 PM	<input checked="" type="checkbox"/>	5
Addendum_2_Furniture_Solutions_RFP_091423 Tue August 29 2023 02:17 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Furniture_Solutions_RFP_091423 Fri August 18 2023 11:06 AM	<input checked="" type="checkbox"/>	2