

Region 4 Education Service Center (ESC)

Contract # 24-08

for

**Maintenance, Repair, and Operations (MRO) Supplies,
Equipment, and Related Products and Services**

with

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

Effective: November 1, 2024

The following documents comprise the executed contract between the Region 4 Education Service Center and Micro Integration, effective November 1, 2024:

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

CONTRACT

*This Contract ("**Contract**") is made as of _____, 2024 by and between Midwest Motor Supply Co., Inc., dba Kimball Midwest ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 24-08 for Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("RFP"), to which Contractor provided a response ("**Proposal**"); and

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

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

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

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

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

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

CONTRACT

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

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

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

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

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

CONTRACT

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of

CONTRACT

one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

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

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

OFFER AND CONTRACT SIGNATURE FORM

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

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

Address 4800 Roberts Rd

City/State/Zip Columbus, OH 43228

Telephone No. 800-233-1294 x2696

Email Address all-governmentgroup@kimballmidwest.com

Printed Name Tyler Wooddell

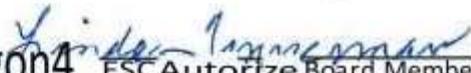
Title Chief Business Development Officer

Authorized signature  _____

Accepted by Region 4 ESC:

Contract No. R240806

Initial Contract Term ...:1 1/1/20= 24 _____ to 10/31/2027


gon4 ESC Authorize Board Member _____

10/29/2024
Date

Linda Tinnerman
Print Name _____


Region 4 ESC Authorized Board Member _____

10/29/2024
Date

Victor E. White
Print Name _____

OFFER AND CONTRACT SIGNATURE FORM

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

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

Address 4800 Roberts Rd

City/State/Zip Columbus, OH 43228

Telephone No. 800-233-1294 x2696

Email Address all-governmentgroup@kimballmidwest.com

Printed Name Tyler Wooddell

Title Chief Business Development Officer

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

Exception explanations provided after the table.

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC’s use)
Exhibit A Sec 1.2 pg 31 (of original RFP document)	1.2 Marketing, Sales and Administrative Support Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal.	Suppliers are required to pay an Administrative Fee of 2.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal.	
Exhibit A Sec 3.3 (M) Pg 38 (of original RFP document)	To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.	To the extent Supplier will make reasonable efforts to achieve minimum Contract Sales, the Administrative Fee shall be calculated based on the actual Contract Sales .	Change Accepted

RFP 24-08
Kimball Midwest

<p>Online Attribute form, #86, 87, 88</p>	<p>Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales</p>	<p>Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will make reasonable efforts to achieve each year under the Master Agreement for the initial three years of the Master Agreement (“Contract Sales Goals”). The Administrative Fee shall be calculated based on the actual Contract Sales.</p>	<p>Change Rejected. Attribute 86, 87, & 88 were intended to be \$0.00 in Guaranteed Sales by Kimball Midwest. The intended guaranteed sales is acceptable.</p>
<p>Exhibit A Sec 2.1 (2) Pg 33 (of original RFP document)</p>	<p><u>Corporate Commitment</u> (2) the Master Agreement is Supplier's primary “go to market” strategy for Public Agencies [...]</p>	<p>(2) the Master Agreement is one of Supplier's primary “go to market” strategies for Public Agencies [...]</p>	<p>Change Accepted</p>
<p>Exhibit A Sec 2.3 Pg 33 (of original RFP document)</p>	<p><u>Sales Commitment</u> Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector [...]</p>	<p>Supplier commits to aggressively market the Master Agreement as one of its go to market strategies in this defined sector [...]</p>	<p>Change Accepted</p>
<p>Online Attribute form, #74</p>	<p>Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier’s primary go to market strategy [...]</p>	<p>Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as one of the supplier’s go to market strategies [...]</p>	<p>Change Accepted</p>
<p></p>	<p></p>	<p></p>	<p></p>
<p></p>	<p>Clarification - Kimball Midwest would like to use their legal name of Midwest Motor Supply Co. Inc. dba Kimball Midwest for this contract.</p>		
<p></p>	<p></p>	<p></p>	<p></p>



Kimball Midwest Proposal Clarification

Proposed Administrative Fee Change

Since our contract was first awarded in 2015, Kimball Midwest’s sales have experienced rapid growth, as seen in the chart below. Our commitment to this cooperative remains unwavering, and we are actively seeking larger agency opportunities to further expand.

In light of these developments, we have revamped our rebate offering to members, making it more appealing. As part of this initiative, we propose reducing the current administrative fee from 3% to 2.5%. By doing so, we can redirect the savings toward our new rebate structure, benefiting agencies directly and enhancing our competitive edge.

Guaranteed Contract Sales

Having grown the program rapidly since our initial contract in 2015, we project to continue double digit sales growth by executing the initiatives that have driven our contract success to-date. Committing to Guaranteed Contract Sales and in turn paying the administrative fee on this amount is not in the best interest of Kimball Midwest and we believe our established history with Region 4 and OMNIA Partners can support this modification.

“Go-to Market Strategy”

While the Region 4 / OMNIA Partners contract is our main go-to market strategy and we look forward to continuing to build on the success we have had, it is in Kimball and Public Agencies best interest to remain flexible in the contract offerings that we are able to provide.





24-08 Addendum 4

Kimball Midwest

Midwest Motor Supply Co. Inc.

Supplier Response

Event Information

Number: 24-08 Addendum 4

Title: Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

Type: Request for Proposal

Issue Date: 5/15/2024

Deadline: 6/27/2024 02:00 PM (CT)

Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system:
region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on

**Thursday, May 30, 2024 at 10:00 am CST
via ZOOM. Click [here](#) to join.**

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road TX
77092

Email: questions@esc4.net

Kimball Midwest Information

Contact: Seamus Moore

Address: 4800 Roberts Road

Columbus, OH 43228 Phone:
(614) 951-2696

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

LeAnna Toebbe

all-governmentgroup@kimballmidwest.com

Signature

Email

Submitted at 6/27/2024 11:06:49 AM (CT)

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

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

RFP 24-08 Offer And Contract
Signature
Form_KimballMidwest.pdf

Appendix B - Terms & Conditions Acceptance Form

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

RFP 24-08 Appendix B - Terms &
Conditions
Acceptance_KimballMidwest.pdf

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

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

RFP 24-08 Appendix C -
Acceptance of Region 4 ESCs
Open Records Policy_Kimball
Midwest.pdf

Antitrust Certification Statements

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

RFP 24-08 Appendix C - Antitrust
Certification
Statements_KimballMidwest.pdf

Certificate of Interested Parties (Form 1295)

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

RFP 24-08 Appendix C - Form
1295 Certificate
101222919_KimballMidwest.pdf

Texas Government Code 2270 Verification Form

RFP 24-08 Appendix C - Texas
Gov Code 2270 Verification

Form_KimballMidwest.pdf

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

24-

RFP 24-08 Market Basket

08_MarketBasket_2024_06_10
(V1_Final).xlsx

Please complete the OMNIA Partners - Market Basket, located on the Attachments tab, and upload the completed documents here.

Value Add

RFP 24-08 Value
Add_KimballMidwest.pdf Provide

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

Submit FEIN and Dunn & Bradstreet report.

Midwest Motor Supply Co.-

DUNS017906231_06-21-2024.pdf Upload FEIN and Dunn & Brandstreet report here.

Diversity Program Certifications

No response

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

Minority Women Business Enterprise Certification

No response

Please upload Minority Women Business Enterprise Certification if applicable.

Small Business Enterprise (SBE) or Disadvantaged Business (DBE) Certification

No response Enterprise

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

Historically Underutilized Business (HUB) Certification

No response

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

Historically Underutilized Business Zone Enterprise (HUBZone)

No response

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

Other recognized diversity certificate holder

No response

Please upload other recognized diversity certificate holder if applicable.

Additional Agreements Offeror will require Participating Agencies to sign.

Upload any additional agreements offeror will require Participating Agencies here.

RFP 24-08 Exhibit F - Federal

OMNIA Partners - Exhibit F Federal Funds Certifications

Funds
Certifications_KimballMidwest.pdf

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

RFP 24-08 Exhibit G - New Jersey

OMNIA Partners - Exhibit G New Jersey Business Compliance

Business
Compliance_KimballMidwest.pdf

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

Response Attachments

Kimball Midwest - Products_Pricing.pdf

In response to Attribute #4.

RFP 24-08 Appendix D Exhibit Supplier Response_KimballMidwest.pdf

In response to Attribute #18

Bid Attributes

1	<p>Oral Communication</p> <p>Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.</p> <p><input checked="" type="checkbox"/> I have read and agree.</p>
2	<p>Scope of Work</p> <p>Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.</p> <p><input checked="" type="checkbox"/> I have read and agree.</p>
3	<p>Terms and Conditions</p> <p>Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.</p> <p><input checked="" type="checkbox"/> I have read and agree.</p>
4	<p>Products/Pricing - Upload on Response Attachments Tab</p> <p>Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)</p> <ul style="list-style-type: none"> • Manufacturer Part # • Offeror's Part # (if different from manufacturer part #) Description • Manufacturers Suggested List Price and Net Price • Net price to Region 4 ESC (including freight)

5	<p>Is pricing available for all products and services?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
6	<p>Shipping Costs</p> <p>Describe any shipping and/or delivery charges including the methodology for when said charges will be calculated for (1) orders placed on the Offerors website; (2) orders picked up at the retail store/storefront location; (3) orders delivered by supplier employees.</p> <p>Shipping Costs Describe any shipping and/or delivery charges including the methodology for when said charges will be calculated for (1) orders placed on the Offerors website; (2) orders picked up at the retail store/storefront location; (3) orders delivered by supplier employees. Regardless of the method used to place an order, our proposal includes no-charge standard ground shipping on stock items within the continental United States with no minimum order requirement to qualify for the free freight. Non-stock orders may be subject to additional freight. Orders shipping to Alaska, Hawaii, U.S. Territories and Outlying Areas would be subject to an additional charge. Expedited shipping is available upon request. Freight charges are dependent upon weights, package dimensions, and delivery cut-off times so fees would be quoted at the time of order.</p>

7	<p>Warranty Pricing</p> <p>Provide pricing for warranties on all products and services.</p> <p>Kimball Midwest guarantees warranty coverage for 90 days or the manufacturer's warranty period, whichever is greater. There is no additional warranty cost associated for our customers.</p>
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8	<p>Describe any return or restocking fees.</p> <p>Customers can initiate a return by reaching out to their Kimball service representative or our customer service team. New and unused products, in their original packaging, are eligible for return within 90 days from the order billing date. While we strive to accommodate your needs, please note that chemicals beyond 6 months of purchase cannot be accepted for return due to their nature. For non-defective products that were not dispatched in error, customers are responsible for the return freight. It's important to highlight that certain products which are special purchases may be deemed non-cancelable and non-returnable. However, exceptions do apply in cases where a vendor-certified defect is identified or an error on our part occurred.</p>
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9	<p>Describe any installation charges and when they are applicable.</p> <p>Installation fees are not applicable for the products and services in our proposal. We believe the process of installing necessary storage equipment for MRO supplies should cause little to no disruption for the shop mechanics. Therefore, we take a very detailed approach to converting to a Kimball inventory management system in a very quick manner and at no additional cost to our customers. It is important to note that Kimball has a nationwide field service network allowing multiple installations to occur in parallel.</p>
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10	<p>Discounts or Rebates</p> <p>Describe any additional discounts, special offers, promotions or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.</p>
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Kimball offers 1% 10, net 30 payment terms as well as a volume-earned rebate based on member growth. New Participating Public Agencies who exceed \$75,000 annually in a contract year based on total purchase volume (less any taxes or shipping charges) are eligible for an on-account rebate up to 3%. The rebate will be reevaluated annually and adjustments will be made according to the previous year's volume. In order to be eligible for this rebate, Agencies must formally enroll utilizing a Piggyback Agreement. Kimball representatives will also have the authority to provide additional volume discounts at the quote level, within the conditions outlined in the master agreement, should the opportunity present itself. They will work closely with Participating Public Agencies on these large order requests.

1
1 **Verification of Contract Pricing**

Describe how customers verify they are receiving Contract pricing.

The structure of account set up at Kimball Midwest guarantees price accuracy for contract users, regardless of the ordering system they use. To make a purchase, customers are issued an individual account which they use with any Kimball Midwest ordering method. The contract price book is assigned to their account after opting in to the program, ensuring every order has the correct price no matter how they placed it. Additionally, their invoice and packing slip settings change so that the contract number prints on these documents and displays on their quotes a visual confirmation their order is on contract. Upon request, we can generate a sales order history report which customers may wish to compare against their own records. Essential fields would include order dates, invoice numbers, part numbers, quantities ordered and shipped, unit price paid and extended price. Additional fields can be provided based on their individual needs.

1
2 **Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.**

Customer invoices are generated nightly and made available to customers via an automated email, mail or through our self-service customer portal on Kimballmidwest.com. We accept cash, check, and credit cards (including PCards). Cash and check payments made within the first 10 days will receive a 1% discount. Customers who pay with credit card after invoicing will be charged a 2.5% convenience fee. Point of Sale credit card purchases will not be charged, and New Customers will have a 10-day grace period after invoicing to pay with credit card with no fee. Debit cards will not be charged a fee, only credit cards.

1
3 **Frequency of Pricing Updates**

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

Contract pricing will be fixed for a minimum period of 1 year from contract execution. Any price changes or increases would be as a result of increases from manufacturers. Typically, Kimball implements price actions 1-2x per year. Kimball also utilizes the Bureau of Labor Statistics PPI Commodity Data tables to establish underlying cost changes. The BLS table can be found here: <http://data.bls.gov/cgi-bin/srgate>. An example of a proposed index that is reviewed is WPU1081 (PPI Commodity data for bolts, nuts, nuts, screws, rivets and washers, not seasonally adjusted). The baseline index will be taken at the month preceding the previous fixed price period. Any pricing adjustments (up or down) made at the expiration of that period would consider the index movement from the baseline to the then most recent available monthly index posting value as well as increases from our manufacturers.

1
1 **Describe how future product introductions will be priced and align with Contract pricing proposed.**

4	<p>Future product introductions will align with the terms and conditions outlined in the existing contract. All new products are automatically assigned in a Kimball product hierarchy which aligns closely with the discount percentages included within this RFQ. As an additional layer of compliance, our Program Manager and Contracts Specialist work closely with our Pricing team to verify contract compliance during all new products releases. With over 2,000 new products introduced each year, Kimball requires a robust back-end structure to ensure smooth pricing alignment for all contracts that we hold, minimizing any disruptions for our customers and sales representatives.</p>
1 5	<p>Not to Exceed Pricing</p> <p>Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.</p>
1 6	<p>Proposed category discounts should remain the same for at least a minimum of the first 12 months after the contract award. All pricing must be verifiable and auditable from the date of the contract award.</p>
1 7	<p>Federal Funding Pricing</p> <p>Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit. <input checked="" type="checkbox"/> Agree <input type="checkbox"/> Disagree</p>
1 8	<p>Appendix D, Exhibit A, OMNIA Partners Response for National Contract</p> <p>Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.</p>
1 9	<p>Appendix D, Exhibit B, OMNIA Partners Administration Agreement</p> <p>The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.</p>
2 0	<p>Appendix D, Exhibits F and G</p> <p>Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.</p>

2 1	<p>Describe how Offeror responds to emergency orders.</p> <p>An agency's needs will vary when a disaster occurs and quick action is needed to be a trusted and valued partner during these times. Utilizing Kimball's VMI service, locations would have their own short-term supply of high use items. Our local service rep and their management team also make themselves available outside of normal business hours for emergency orders. Having each DC fully stocked with Kimball's complete line, we can redirect shipments to come from DC's outside of the DC's primary service geography. Emergency orders are given highest priority. To complete delivery, Kimball has trusted relationships with multiple shipping companies, allowing us to get the product where it needs to be during such an event. After contract award, a dedicated Emergency Contact number for this contract can be provided. S/he will field an agency's call, understand their needs and distribute the information to a local representative, ensuring emergency needs are met timely.</p>
2 2	<p>What is Offeror's average Fill Rate?</p> <p>We strive to ensure that 100% of eligible orders are shipped the same day, with a 98.6% item level fill rate, and next day delivery to 90+% of the continental US at no additional charge for most items.</p>
2 3	<p>What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.</p> <p>Kimball's experienced operations and logistics team is committed to getting our customers product in an efficient and reliable manner. We partner with our trusted 3rd party shipping companies to leverage zone skips which leads to reduced transit times and faster delivery. 99.6% of orders ship the same day ensuring swift processing. The average transit time from dispatch to delivery is 1.2 days. As mentioned previously, Kimball is able to offer next day delivery to 90+% of the continental US at no additional charge for most items. Customers are also able to monitor their shipments, enhancing transparency. Our commitment to timely deliveries and an industry leading order fill rate set us apart.</p>
2 4	<p>Describe Offeror's return and restocking policy.</p> <p>Customers can initiate a return by reaching out to their Kimball service representative or our customer service team. New and unused products, in their original packaging, are eligible for return within 90 days from the order billing date. While we strive to accommodate your needs, please note that chemicals beyond 6 months of purchase unfortunately cannot be accepted for return due to their nature. Kimball does not charge a restocking fee. For nondefective products that were not dispatched in error, customers are responsible for the return freight. It's important to highlight that certain products which are special purchases may be deemed non-cancelable and non-returnable. However, exceptions do apply in cases where a vendor-certified defect is identified or an error on our part occurred.</p>
2 5	<p>Describe Offeror's ability to meet service and warranty needs.</p> <p>Kimball Midwest warrants to the original buyer ("Buyer") all parts and accessories purchased by it from Kimball against defects in material or workmanship. Kimball will repair or replace, at no charge to the buyer, any part or accessory which, after examination by Kimball, is determined to be defective within a period of 90 days from receipt. Coverage under this warranty will be provided only if the defective part has been submitted to Kimball for inspection. This warranty does not cover any damage to parts due to alteration, modification, improper installation, accident, post-installation misuse, abuse, negligence, inadequate maintenance, or malfunction of associated parts or equipment not supplied by Kimball. This warranty is in lieu of any other warranty, expressed or implied, including any warranty of merchantability or fitness for a particular purpose. Replacement or repair as provided under this warranty is the exclusive remedy of the buyer.</p>

**2
6 Describe Offeror's ability to provide on-site and/or online training and education programs/seminars.**

We are happy to provide, at a customer's request, onsite safety and training seminars in the product lines that are being supplied to their facilities. An overview of the options for these seminars is included in our value-added document. Arrangements for these can be made directly with Kimball servicing representatives and/or managers. Any fees for performing these seminars will be waived as part of this contract.

**2
7 Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

Customers can contact their local service rep via phone or e-mail, through at least 5 pm in their time zone, to request quotes, service, or make general inquiries. Service representatives also serve as emergency contacts for after-hours concerns. Additional account support is available through our Customer Service department which is available from 6am - 8:30 pm EST (4am- 5:30pm PST) via phone and e-mail: • Ph# 800-342-4116 • adminservices@kimballmidwest.com Our Government Sales Department includes an internal support group that will be dedicated to addressing contract related questions. As part of contract implementation, Kimball will provide a list of emergency contacts within the Government group for Participating Public Agencies. Their main phone number is 614-951-2696, and their email is all-governmentgroup@kimballmidwest.com.

2
8 **Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

Customer invoices are generated nightly and made available to customers via an automated email, mail or through our self-service customer portal on Kimballmidwest.com. We accept cash, check, and credit cards (including PCards). Cash and check payments made within the first 10 days will receive a 1% discount. Customers who pay with credit card after invoicing will be charged a 2.5% convenience fee. Point of Sale credit card purchases will not be charged, and New Customers will have a 10-day grace period after invoicing to pay with credit card with no fee. Debit cards will not be charged a fee, only credit cards.

2
9 **Describe Offeror's contract implementation/customer transition plan.**

Our OMNIA Partners program is our leading program for State and Local governments. If awarded, we would continue to market it accordingly. We would maintain co-branded fliers which highlight the positive points of interest in doing business with Kimball through OMNIA Partners, Public Sector. It would also maintain prominence in sales presentations and training sessions with our Sales Reps, supported heavily by our General Sales Manager. Our current account transition process is (1) the customer or their Sales Rep requests that their account be set up on Master Agreement pricing (2) the participation ID is obtained and verified through the OMNIA Partners, Public Sector's participation website (3) the contract's price book is applied to the account (4) their invoice and packing slip settings are updated so that the contract number prints on them going forward and (5) e-mail confirmation is sent to the requestor for their own records.

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

Kimball has been a healthy and growing company for decades, with sales exceeding \$500 million today. Kimball Midwest has regularly engaged Deloitte to perform an outside audit, in which they have consistently issued a clean audit/review opinion. A copy of our Dun & Bradstreet report is attached.

3
1 **Describe Offeror's ordering capabilities for Participating Public Agencies.**

Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality including the following features: product lookup, ability to set authorization limits, and ability to download order invoice history reports.

While Kimball's vendor managed inventory offering drastically decreases the time burden in finding, stocking, and acquiring MRO consumable items (most orders are initiated by a Kimball rep), Kimball's online ordering system provides sourcing, ordering, and account administration processes for Participating Agencies. Kimball's online storefront at www.KimballMidwest.com allows customers to browse our full line of products and make purchases. The site has a multi-dimensional navigation structure and a suggestive search box to make finding the correct parts easy and intuitive. Customers are also able to browse by choosing a specific category and drilling down through additional subcategories. The subcategory hierarchy for each item is listed on their product pages as clickable links. This helps users to browse related items without searching from square-one and facilitates narrowing down a lengthy list of products to the specific item they're looking for. Our website allows users to create a unique profile where, once logged-in, they can view their contract pricing, manage their account and add additional users, add items to their cart, and place orders. Users can view the status of online orders, track shipments, and view their order history. They can also search historical purchases and reorder those items as desired. Additional conveniences include:

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

Specific items or product categories can be restricted from online ordering. Restrictions are controlled at the account level and prevent the items from appearing to the logged in user. Multiple training options are available for users to learn more about using our website. You can view our online store at <https://www.kimballmidwest.com/>

3 Describe the Offeror's safety record.

Kimball's safety records are commendable, with a DART rate of 0.49 for our Corporate Office Employees and Sales Employees. We maintain a strong commitment to safety by continuously monitoring and updating our safety programs while establishing an updated Environmental, Health, and Safety (EHS) framework.

3 Describe Offeror's green or environmental initiatives or policies.

As a distributor, our ability to make an environmental impact centers around recycling at our distribution centers and being conscientious of the policies under which we do business. The company's steady growth has afforded the opportunity to expand and remodel our facilities with focus on reducing our company's resource consumption. Ecoconscious practices we've adopted through the years include:

- Converting to LED lighting inside and out at facilities
- Occupancy sensors to keep lights on only when rooms are in use
- Reducing water usage through hands-free and low-flow restroom fixtures
- Actively recycling corrugated cardboard, office paper, stretch wrap, cans, bottles, plastic barrels, pallets, batteries, electronics, ink toner cartridges
- Bottle and can recycling bins within cafeterias and throughout our buildings
- Office-wide paper recycling for non-sensitive documents

3 Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Kimball actively supports historically disadvantaged businesses, fostering partnerships with suppliers while emphasizing reliable sourcing and quality products. In 2023, through our Supplier Diversity Program, we collaborated with 191 diverse and small businesses, increasing our spend by \$2.6M year over year. We aim to leverage ESB/MBE/WBE capabilities for sales and purchasing opportunities. As members of NVBDC, ORV/WBE, and OMSDC, we continue to create diverse partnerships. Additionally, we proudly collaborate with MBE, SWAM, and Veteran Owned companies, offering extensive products, industry expertise, and customer relationships. Interested agencies can contact their local sales representatives to explore our Channel Partner Program.

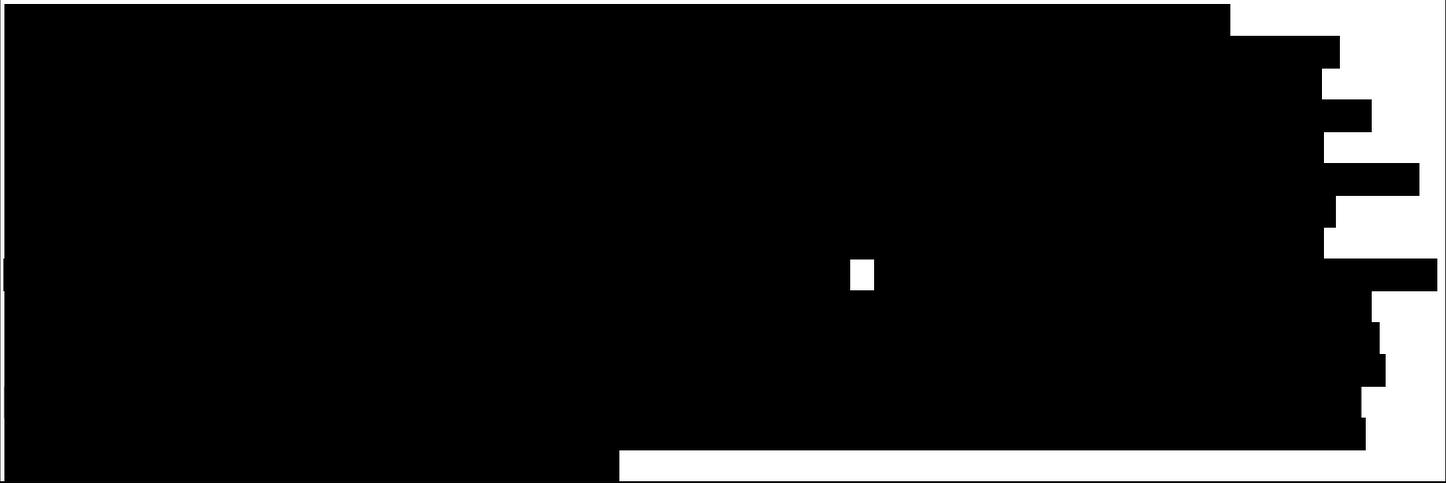
3 5	<p>Provide a brief history of the Offeror, including year it was established and corporate office location.</p> <p>Established in 1923, the Kimball Company was acquired by Midwest Motor Supply some 60 years later to form Kimball Midwest (Kimball). Since 1983, company growth has been dynamic, scaling from less than \$1MM in sales to over \$500MM today. While most of that growth has been organic, Kimball has also made a handful of acquisitions over the last 20 years of like-minded organizations. Today, Kimball is proud to be recognized as one of the largest distributors in the industrial maintenance aftermarket in the United States, currently ranked 30 in Industrial Distribution's annual publication of "The Big 50" MRO suppliers and 38 in Modern Distribution Management's Top 40 Industrial Distributors list for 2023. Our primary distribution center and headquarters are in Columbus, Ohio: 4800 Roberts Rd Columbus, OH 43228</p>
3 6	<p>Describe Offeror's reputation in the marketplace.</p> <p>Kimball is known for our superior products and Valued Added Services that consist of Vendor Managed Inventory for our customers. Kimball is one of the largest distributors in the industrial maintenance aftermarket in the United States, currently ranked 30 in Industrial Distribution's annual publication of "The Big 50" MRO suppliers and 38 in Modern Distribution Management's Top 40 Industrial Distributors list for 2024. Kimball Midwest's sales growth has been very dynamic, increasing from less than \$1 million in 1983 to more than \$500 million today. In 2023, Training magazine acknowledged Kimball with its 2023 Training APEX award. Additionally, Kimball was named one of Central Ohio's Top Workplaces for the 11th year in a row. Major industries served includes Agriculture, Automotive, Construction, Manufacturing, Oil and Gas, Mining, Wholesale, and Government.</p>
3 7	<p>Describe Offeror's reputation of products and services in the marketplace.</p> <p>Kimball takes great pride in our demonstrably superior products. We stock over 55,000 superior-quality MRO parts spanning from fasteners, chemicals, electrical components to cutting tools. Many items are even manufactured to Kimball specs, surpassing commodity products in quality. Kimball regularly introduces new products to our line, with over 2,000 new items introduced last year. Finally, we prioritize American-made products, with 80% of our inventory dollars being spent on items manufactured in the USA. This commitment ensures traceability to the source, reducing the risk of substandard products. Product is then put away by our Vendor Managed Inventory specialists. Kimball takes a leading approach to the marketplace in terms of training, experience level, and additional support layers. All new Kimball reps, regardless of experience, undergo a multi-phase onboarding lasting ~12 months. This leads to superior products and services for our valued customers.</p>
3 8	<p>Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.</p> <p>Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.</p> <p>Kimball will maintain an active list of applicable distributors/dealers/resellers/subsidiaries/partners on our OMNIA landing page. All potential partners are reviewed in great detail for financial help, debarment status, etc prior to entering an agreement with them. GT Industrial Supply 7775 East Kemper Road Cincinnati OH 45249 Phone: 513-771-7000 Roby Services, Ltd (dba) Roby Supply 42 N. Torrence Street Dayton, Ohio 45403 Tel: (937) 254-2384 Fax: (937) 254-2674</p>
3	<p>Describe the experience and qualifications of key employees.</p>

9 Seamus Moore (Program Manager), LeAnna Toebbe (Contract Specialist) and Katelyn Bray (Government Sales Manager) bring over 25 years of combined experience with Government Sales and contract management. Our dedicated team brings unwavering commitment to excellence within the public procurement space. With a proven track record, they've successfully supported the OMNIA Partners cooperative since 2015 and manage other critical contracts such as our Federal GSA schedule. Their deep understanding of government procurement processes, compliance, and relationship-building has allowed this team to share their knowledge with the sales forces and significantly grow contract sales while meeting contract compliance. Due to character limits, more in-depth bios available upon request.

4 **Describe Offeror's experience working with the government sector.**
0 Kimball's Sales team excels in managing large-scale government accounts and contracts. They handle reporting and fee obligations for state contracts and our cooperative contract with OMNIA Partners. Our OMNIA program, launched in 2015, now serves over 5,000 nationwide accounts, achieving consistent 25%+ sales growth annually. Additionally, we maintain a GSA schedule since 2003, leveraging firsthand federal knowledge to guide sales personnel and expand our federal customer base. Detailed SOPs ensure compliance when selling to contract customers.

4 **Describe past litigation, bankruptcy, reorganization, state investigations of entity/supplier or**
1 **current officers and directors.**
Kimball Midwest is involved in various small pieces of commercial litigation as arise in the ordinary course of business. It has never filed bankruptcy or for reorganization, and no present or past litigation impacts Kimball Midwest's ability to perform under this contract.

4 **References**
2 Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.



4	Value Add
3	Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
	Kimball serves as a Vendor Managed Inventory (VMI) partner, initiating most orders to save time for Participating Agencies' maintenance personnel. Our VMI program includes site-level assessments, labor force reconfiguration, and maintaining inventory levels for small part consumable MRO SKUs. Quotes are created through mobile applications and convert to orders upon approval. Annual inventory analysis, usage reports, and tailored reporting enhance our services. Additionally, we offer Non-Stock sourcing, custom kits, and New Product Demos to optimize efficiency and cost savings. Please see our Value Add document for more detailed information due to character limits.

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

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

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

4	Supplier Response
7	Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.
4	Brief history and description of Supplier to include experience providing similar products and services.
8	

Kimball's Sales team is experienced in developing and managing large-scale accounts and contracts for agencies at all levels of government. They are well-versed in fulfilling reporting and fee obligations on a scheduled basis for our state contracts as well as our leading cooperative contract with OMNIA Partners. Since its award in 2015, our OMNIA program has continued to set new benchmarks every year, now involving over 5,000 accounts nationwide, and has experienced 25%+ sales growth consecutively in each year of the most recent contract. Kimball also has experience in the federal sector, having maintained a GSA schedule since 2003. The program is run by employees with firsthand knowledge of federal systems and procurement so that they can guide our sales personnel appropriately and develop initiatives to continue growing our federal customer base. Understanding the importance of Government sector compliance, a detailed SOP providing essential knowledge when selling to contract customers is issued to all Sales Reps using the various contracts that we hold. Having fulfilled the maintenance supply needs for customers panning multiple industries for 100 years, and OMNIA participants for nearly 10 years, Kimball Midwest is ready to satisfy the obligations outlined in this proposal from day one.

49 **Total number and location of salespersons employed by Supplier.**
Kimball Midwest has over 1,400 Sales Representatives within the continental United States, with an average representative tenure of 7+ years .

50 **Number and location of support centers (if applicable) and location of corporate office.**
Kimball Midwest national distribution network is comprised of 5 strategically placed facilities in Columbus, OH; Savannah, GA; Reno, NV; Dallas, TX; and Newtown, CT which are each fully stocked with 100% of Kimball's product line. Corporate Office and Columbus Distribution Center: 4800 Roberts Rd Columbus, OH 43228

51 **Annual sales for the three previous fiscal years.**
\$324492595

52 **Annual sales for the three previous fiscal years.**
\$411340961

53 **Annual sales for the three previous fiscal years.**
\$486461852

54 **Indicate if supplier holds any certifications and include proof of such certification.**
Minority Women Business Enterprise
 Yes
 No

55 **If yes, list certifying agency:**
No response

5 6	<p>Indicate if supplier holds any certifications and include proof of such certification.</p> <p>Small Business Enterprise (SBE) or Disadvantaged Business Enterprise</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>
5 7	<p>If yes, list certifying agency:</p> <p><i>No response</i></p>
5 8	<p>Indicate if supplier holds any certifications and include proof of such certification.</p> <p>Historically Underutilized Business (HUB)</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>
5 9	<p>If yes, list certifying agency:</p> <p><i>No response</i></p>
6 0	<p>Indicate if supplier holds any certifications and include proof of such certification.</p> <p>Historically Underutilized Business Zone Enterprise (HUBZone)</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>
6 1	<p>If yes, list certifying agency:</p> <p><i>No response</i></p>
6 2	<p>Indicate if supplier holds any certifications and include proof of such certification.</p> <p>Other recognized diversity certificate holder</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>
6 3	<p>If yes, list certifying agency:</p> <p><i>No response</i></p>
6 4	<p>Contractor Relationships</p> <p>List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.</p>

While Kimball does not intend to use subcontractors in the fulfillment of this agreement, we do maintain relationships with certified MBE subcontractor(s). That said, Kimball Midwest recognizes the importance of supporting historically disadvantaged businesses and is dedicated to growing our existing partnerships with suppliers. We strive to create an environment in which we can develop sales and purchasing opportunities where we are able to utilize ESB/MBE/WBE capabilities. Our suppliers understand the mission of Kimball Midwest and together we evaluate areas where we can increase the number of products available to our customers. Please see Appendix D, Exhibit A for more detail. We encourage potential ESB/MBE/WBE suppliers and partners to contact us through our website on our "Supplier Diversity Program" page: <https://www.kimballmidwest.com/Supplier-Diversity>

6 Describe how supplier differentiates itself from its competitors.

5 Vendor Managed Inventory - Our business model is the key factor which differentiates Kimball Midwest from its competitors. At Kimball, our Sales Reps do more than fill orders for their customers; they strive to be product experts and service the full spectrum of materials management: from determining need based on usage, to putting away inventory and maintaining order in their serviced area. They understand the importance of value versus price and carry this value-driven mindset throughout our business operations by carrying superior products at competitive prices. We train our sales force so they can work with each customer to find their perfect balance between price and quality. Quality Commitment Kimball Midwest products are designed, first and foremost, to be synonymous with Quality and Value. They are designed to be solutions providing superior value – products that will help lower overall operating costs and increase operating efficiency. When we look for additions to our line of 55,000 + very high-quality products we are very discriminating regarding what we will allow to carry the Kimball Midwest brand. Products that can simply get the job done, eventually, are not what we are all about. Kimball Midwest products need to provide features and benefits well beyond the conventional, everyday products most of us encounter daily. To be included in the Kimball Midwest family of products we look for superior solutions to the challenges faced in demanding operations. We know that if these products can handle the toughest applications they'll make every job faster and easier. These products need to provide: 1. Longer service life 2. Superior performance 3. Faster job completion 4. Reduced labor cost 5. Reduced equipment downtime 6. Increased user safety 7. The ability to make tough jobs easier While there may be lower cost products that are designed for similar tasks as our products – and there is always a lower cost option available by giving up performance, service life and safety – our products are designed to provide a superior value. Service Representatives Further setting us apart is our quality control approach to maintaining an industry-leading service level exceeding 98 %. This is achieved through the training, tenure, and product knowledge of our service reps, superior products, delivery reliability, and a structured review process- both in-house and with our customers. Kimball Midwest takes a leading approach to the marketplace in terms of representative training, experience level, and additional support layers. All our sales representatives, regardless of past experience, undergo regimented multi-phase training lasting on average 12 months. Additionally, these representatives are backed up by a local, regional, and national sales management structure. The average tenure of our service reps is 7 years, a testament to the foundations built and maintained through training and company culture. American-Made Commitment Participants following "Buy America" provisions know they can save time and money when they're able to find qualifying items they need from one source. Kimball Midwest is committed to its own "Buy American" policy. With 80% of our inventory dollars going to product made in the U.S.A., the long lead times with overseas sources are avoided for many high demand products. This focus allows traceability to the source of manufacture helping eliminate the possibility of substandard, misrepresented, mismarked, or counterfeit products being put into the supply chain. We believe in the American workforce and are committed to providing superior quality products that are backed up by superior workmanship.

6 6	<p>Felony Conviction Notice</p> <p>Indicate if the supplier:</p> <ul style="list-style-type: none"> • is a publicly held corporation and this reporting requirement is not applicable; is • not owned or operated by anyone who has been convicted of a felony; or • is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions. <p><input type="checkbox"/> publicly held corp. & reporting is not applicable <input checked="" type="checkbox"/></p> <p>not owned/operated by who has felony conviction <input type="checkbox"/></p> <p>is owned or operated by an individual(s) who has</p>
6 7	<p>Debarment or suspension actions</p> <p>Describe any debarment or suspension actions taken against supplier.</p> <div style="border: 1px solid black; padding: 5px;"> <p>N/A – no occurrences of suspension or disbarment.</p> </div>

6 8	<p>Distribution, Logistics</p> <p>Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Kimball Midwest stocks more than 55,000 superior- quality MRO parts, hardware, and quality shop supply items. Having one of the industry’s broadest product lines provides our customer with single-source availability. Our proposal includes our entire stock catalog, product safety seminars, and Vendor Managed Inventory (VMI) solutions. Our product lines range across fasteners to chemicals, from electrical items to shop supplies, and even body shop parts. They are designed specifically for the maintenance aftermarket to prevent or reduce downtime, improve safety, and decrease our customers' overall costs. Examples of lines we stock and service include Cutting Tools & Abrasives, Pipe Fittings, Paints, Hydraulics, Electrical, Hand & Power Tools, Fasteners, Safety Supplies, Chemicals and more.</p> </div>
6 9	<p>Distribution</p> <p>Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Kimball Midwest employs over 1,400 Sales Representatives within the continental U.S. For customers in an area without a field Sales Rep, our Inside Sales staff is happy to provide support until a Rep is assigned to their area. Products ship from one of our five full-service distribution centers, which are located nationwide. These facilities are each fully stocked with Kimball's entire catalog and average an industry-leading 98+% fill rate. The warehouse whose proximity enables fastest fulfillment is assigned as the customer’s primary distribution center. 90% of our customers can be reached with 1 day delivery, if ordered prior to 3pm local. In the event a product is unable to ship from that warehouse, another DC can be alerted to fill the item at no additional charge. We utilize industry leading parcel carriers. Our proposal includes no-charge standard ground shipping within the continental United States and there is no minimum order requirement to qualify for the free freight. Orders shipping to Alaska, Hawaii, U.S. Territories and Outlying Areas would be subject to an additional charge. Expedited shipping is available upon request. Freight charges are dependent upon weights, package dimensions, and delivery cut-off times so fees would be quoted at the time of order. Non-Stock product delivery may require additional shipping days. Date estimates can be confirmed during the quoting process.</p> </div>

7 0	Indicate if Offeror is licensed to do business in all 50 states. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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7 1	Distribution Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement. <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">The structure of account set up at Kimball Midwest guarantees price accuracy for contract users, regardless of the ordering system they use. To make a purchase, customers are issued an individual account which they use with any Kimball Midwest ordering method. The contract price book is assigned to their account, ensuring every order has the correct price no matter how they placed it. Additionally, their invoice and packing slip settings change so that the contract number prints on these documents and displays on their quotes- a visual confirmation their order is on contract. Upon request, we can generate a sales order history report which customers may wish to compare against their own records. Essential fields would include order dates, invoice numbers, part numbers, quantities ordered and shipped, unit price paid and extended price. Additional fields can be provided based on their individual needs.</div>
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7 2	Logistics Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user. <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">Product will be shipped directly to the account from one of Kimball Midwest's distribution centers. For users taking advantage of our Vendor Managed Inventory services, their Sales Rep will oversee putting the product away and keeping stock. Kimball utilizes industry leading parcel carriers for the majority of shipments. Freight carriers for palletized shipments will vary based on delivery location and handling requirements.</div>
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7 3	Logistics Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable. <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">We have 5 distribution centers strategically located nationwide and each is fully supplied with 100% of Kimball's stocked catalog. We do not have retail stores but customers near our distribution centers may place orders through their Sales Rep or our website and request pick up at the front counter. Columbus DC 4800 Roberts Rd Columbus, OH 43228 400,000 sqft; Reno DC 255 S. McCarran Blvd Sparks, NV 89431 125,000 sqft; Newtown DC 14 Prospect Dr Newtown, CT 06470 142,000 sqft; Savannah DC 730 King George Blvd Savannah, GA 31419 125,000 sqft; Dallas DC 1501 E Bardin Rd Arlington, TX 75050 80,000 sqft</div>
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- 7** **Marketing and Sales** Provide a detailed ninety-day plan beginning from award date of the Master Agreement
4 describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
 - Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

Our current OMNIA Partners program is our primary go-to market strategy for Public Agencies. As such we would be eager to share the news of an award with our Sales Representatives. Once authorized by OMNIA Partners, Public Sector, executive sales leadership would announce the exciting news to our sales force within the first 10 days. We have been training our national sales force on leveraging the agreement through OMNIA Partners for many years . Educational materials and presentations would be updated to reflect the new agreement. Additional efforts:

- Our Government Sales office will update the program's field guide referenced by Kimball Midwest's 1,400+ Sales Representatives.
- Contract will continue as a prominent topic at Divisional and Regional sales meetings, as well as featured by corporate directors during national sales meetings; presentations would emphasize compliance, determining account eligibility, identifying opportunities to grow participation, and talking points to share with customers.
- At least 2 OMNIA Partners programs trainings are offered to our sales field team each month.
- Continue to grow the program with customer leads and product features, motivate sales force with contests, recognize outstanding accomplishments by the sales field, and more.

7 90-day Plan

5 Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to: Creation and distribution of a co-branded press release to trade publications

- Announcement, Master Agreement details and contact information published on the Supplier’s website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.)

and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement • Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier’s website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners’ website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners

Our Strategic Sales team will continue providing dedicated support for the OMNIA Partners, Public Sector program through 800-233-1294 x2696 and OmniaPartners@kimballmidwest.com First 2 Weeks • Executive leadership will issue an announcement to the sales field. • Marketing and Graphics departments will update the existing line card outlining the program features. • Update the existing OMNIA Partners page on our website to reflect the new contract information, including any revisions to logos and uploading the original Request for Proposal: https://www.kimballmidwest.com/Government-Sales/Omnia_Partners First 30 days: • Our Marketing team will issue a Press Release and make an announcement on Kimball Midwest social media. • Our current SOP guide detailing contract obligations and execution will be updated and re-issued. • Our existing co-branded line card would be updated within the first 30 days. o We will announce the contract award and distribute the flier amongst our sales force, who use it as a tool to maintain and grow current accounts and open new accounts. • Notify customers using our current contract, #R192004, of the new agreement and update existing participating addendums. Monthly • Sales reports filed and fees paid before the 10th calendar day of each month. Ongoing • Contract will be featured in subsequent sales meetings; presentations to emphasize compliance, customer eligibility, and identifying opportunities to grow participation. If awarded, this would be a prominent feature of our annual sales meetings held in March and April. • Nurture the program with customer leads, product promotions, employee contests, recognizing outstanding accomplishments by the sales field, and more. We will work with OMNIA Partners staff throughout this process to ensure customer facing literature, in print and on the web, conforms to branding guidelines.

7 6	<p>Transition</p> <p>Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Our OMNIA Partners program is our leading program for State and Local governments. If awarded, we would continue to market it accordingly. We would maintain co-branded fliers which highlight the positive points of interest in doing business with Kimball Midwest through OMNIA Partners, Public Sector. It would also maintain prominence in sales presentations and training sessions with our Sales Reps. Our current account transition process is (1) the customer or their Sales Rep requests that their account be set up on Master Agreement pricing (2) the participation ID is obtained and verified through the OMNIA Partners, Public Sector's participation website (3) the contract's price book is applied to the account (4) their invoice and packing slip settings are updated so that the contract number prints on them going forward and (5) e-mail confirmation is sent to the requestor for their own records.</p> </div>
7 7	<p>Logo</p> <p>Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
7 8	<p>Sales</p> <p>Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:</p> <ul style="list-style-type: none"> • Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency • Best government pricing • No cost to participate • Non-exclusive <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
7 9	<p>Training</p> <p>Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:</p> <ul style="list-style-type: none"> • Key features of Master Agreement • Working knowledge of the solicitation process • Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners • Knowledge of benefits of the use of cooperative contracts <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

8 Responsibility

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

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

Executive Support: Tyler Wooddell, Chief Business Development Officer | 614-951-2718 | tyler.wooddell@kimballmidwest.com Marketing: Katelyn Bray, Strategic Sales Manager | 614-951-2436 | katelyn.bray@kimballmidwest.com Sales: Steve Thompson, General Sales Manager | 614-951-2614 | steve.thompson@kimballmidwest.com Sales Support: Strategic Sales Dept | 614-951-2696 | omniapartners@kimballmidwest.com Financial Reporting: Megan Steele, Director of Financial Planning & Analysis | 614-951-2752 | megan.steele@kimballmidwest.com Accounts Payable: Aidan Leonard, Accounting Operations Manager | 614-951-2783 | aidan.leonard@kimballmidwest.com Contracts: LeAnna Toebbe, Government Sales Analyst | 614-951-2478 | leanna.toebbe@kimballmidwest.com OMNIA Partners Program Manager: Seamus Moore, Program Manager, Government Sales | 614-951-2406 | seamus.moore@kimballmidwest.com

8 Sales Force

1 Describe in detail how Supplier’s national sales force is structured, including contact information for the highestlevel executive in charge of the sales team.

Kimball Midwest has over 1,400 Sales Reps across the continental United State backed by a team of District, Region, and Division Managers. Each sales representative has the ability to sell all industry segments, including the Public Sector. This allows Kimball to provide the same great service to customers of all sizes across the country. This sales network is overseen by Steve Thompson, General Sales Manager. Steve Thompson General Sales Manager 614-951-2614 steve.thompson@kimballmidwest.com

8 Implementation

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

- Along with the continued development of our training program around the contract, enhancing our partnership with the OMNIA Partners team is a key focus area should we be awarded. Through increased relationship building with the Partner Development, Marketing and Sales teams, we intend to grow our coordination with the OMNIA team. A few examples are: Continuing monthly cadence calls with our Partner Development Director to hone into contract and partnership initiatives and activities. • Working with OMNIA’s marketing team to create effective case studies and focus on initiatives to increase partnership awareness, as well as quality and quantity of marketing activities. • Further build relationships with the Member Development team to drive A-C segment sales. • Work directly with more Regional Managers to tap into the largest agencies nationwide. • Cultivate executive level relationship with OMNIA to further align strategies. In closing, we want to share how the continued focus on driving sales through collaboration and partnership with the OMNIA team has allowed our Sales team to grow 115%+ between 2020 and 2023.

8
3 **Program Management**

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

When executing programs of this nature Kimball utilizes a streamlined hierarchical approach: leveraging our multitiered field sales network of more than 1,400+ sales professionals. This provides customers with a local contact for any inquiries related to the contract. Further support comes from our Strategic Sales Department. Our Strategic Sales Specialists have designated territories they support across the country are trained on the OMNIA Partners program to field all basic contract questions. Within the Strategic Sales team, there are 40 outside Key Account Executives and four Government Account Executives that are fully trained on the OMNIA Partners program. They work with field sales managers to support our Sales Reps at the account level, particularly on larger opportunities. The team also consists of two Program Managers with the goal of bringing additional awareness to the OMNIA program and drive new business. This expanded role has been a successful addition, growing sales from \$7.7 million in 2019 to \$19.8 million in 2023. They present the contract at sales meetings, ride along with reps to help them speak to customers on co-op purchasing, host 60+ training webinars annually, organize company-wide contests around the program, closely monitor sales performance, etc. They partner with internal resources to better align initiatives between the program and the business. In turn, the Government Sales Manager monitors the contract's progress to appoint additional program administrators as sales growth permits and helps ensure priority is given to any technological projects and initiatives that promote the agreement's success. Through calculated educational and training programs, we grow Sales team participation, adoption, and mind share. In those live seminars we cover success stories to share best practices in overcoming common challenges around cooperative contract understanding and adoption among customers. This peer-to-peer exchange helps us gain credibility among the Sales team and aid them to absorb and apply the knowledge to their public sector customers. We now have trained thousands of Sales Reps on the contract and have seen the Sales team engagement grow to over 60% of our Sales team, with goals to climb to 80% by 2026, if awarded . Contract Administration The program has a primary point of contact assigned as an administrator to manage reporting, fees, and monitor contractual obligations. The administrator coordinates with other departments to ensure all duties are met at implementation and through the life of an agreement. They operate as a knowledgeable resource of the contract's finer details for all staff, ensuring consistency of communication within our company. This person is also responsible for contract updates, supplying punctual and accurate sales reports and fee remittance, negotiating and executing participating addendums, and promptly addressing inquiries surrounding the contract. Account Setup Contract pricing can be activated on a Participating Agency's new or existing account the same day it's requested. Our current process is (1) the customer or their Sales Rep requests that their account be set up on Master Agreement pricing (2) the participation ID is verified and/or obtained through the OMNIA Partners, Public Sector's participation list or OMNIA Connect (3) the contract's price book is applied to the account (4) their invoice and packing slip settings are updated so that the contract number prints on these documents and (5) e-mail confirmation is sent to the requestor for their own records. Using this method, thousands of existing Kimball Midwest customers have been introduced to and utilized the program since its inception in 2015.

8
4 **Supplier's Customer List**

State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10



Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

8 System Capabilities and Limitations

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

Kimball Midwest has sales representatives across the United States, covering all of the continental U.S. states. Each of the sales representatives personally serves his/her accounts, all while utilizing multiple order entry tools. Chief among these tools is our custom developed mobile application through which they complete dozens of functions, including creating and submitting orders from the field. On average, 75% of monthly orders received are submitted from this mobile application with each order being processed and fulfilled at one of our five warehouse locations. The sales representatives also have a browser-based web application which allows order entry on behalf of the customer. KimballMidwest.com - Additionally, each of our end user customers may use our ecommerce Storefront site to create and submit orders. Our website allows users to create a unique profile where, once logged in, they can view their contract pricing, manage their account and add additional users, add items to their cart, and place orders. Users can view the status of online orders, track shipments, and view their order history. They can also search historical purchases and reorder those items as desired. Additional conveniences include:

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

Specific items or product categories can be restricted from online ordering. Restrictions are controlled at the account level and prevent the items from appearing to the logged in user. Multiple training options are available for users to learn more about using our website. E-Procurement: In order to help streamline our customers operations, Kimball interacts on an as needed basis with several 3rd party procurement software portals such as Ariba, Oracle and Coupa, receiving POs and sending invoices. Data Security Kimball follows the Center for Internet Security (CIS) Critical Security Controls framework. We utilize a best in class 24 x 7 Security Operations Center, Managed Detection and Response and Managed Vulnerability Management service monitoring all systems for security events. We utilize simulated email phishing and training products as well as security education services. All data access is controlled with least privileged access to prevent unauthorized access.

8 Projected Sales Year One

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



8 Projected Sales Year Two

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



8	Projected Sales Year Three
8	Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales. <input type="text" value=""/>
8 9	Any portion of the response that should not be available on the website should be included on Appendix B Terms & Conditions Acceptance Form.

9 0	Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.
	Kimball's Sales team excels in managing large-scale government accounts and contracts. They handle reporting and fee obligations for state contracts and our cooperative contract with OMNIA Partners. Our OMNIA program, launched in 2015, now serves over 5,000 nationwide accounts, achieving consistent 25%+ sales growth annually. Additionally, we maintain a GSA schedule since 2003, leveraging firsthand federal knowledge to guide sales personnel and expand our federal customer base. Our Contract Specialist has required professional development training related to public sector regulatory requirements and meets regularly with our legal team to remain in compliance on all Government contracts.

9	General Terms and Conditions
1	Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations. <input checked="" type="checkbox"/> I certify compliance with this attribute.

9 2	Felony Conviction Notification
	State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".
	Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".
	Subsection (c) states "this section does not apply to a publicly held corporation".
	Use the checkbox associated with this item to identify your status as it relates to this legal requirement. <input checked="" type="checkbox"/> Non-Felon - person/owner IS NOT a convicted felon <input type="checkbox"/> Not Applicable-firm is a publicly held corporation <input type="checkbox"/> Felon - person/owner IS a convicted felon

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

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

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

N/A

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

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

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

I certify compliance with this attribute.

9 **Historically Underutilized Business (HUB) Certification**

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

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

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

OPTION A

OPTION B

9
6 **Disclosure of Interested Parties**

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which: (1) requires an action or vote by the governing body; or (2) has a value of \$1 million or more; or

(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

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

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

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

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

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

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION. ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUTE AS:

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

I certify compliance with this attribute.

Conflict of Interest Questionnaire

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

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

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

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

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

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

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

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

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

[Texas House Bill 23](#)

A blank Conflict of Interest Questionnaire is available by clicking:

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

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

I certify compliance with this attribute.

9 8	<p>Entities that Boycott Israel Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the “Respondent Companies”), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.</p> <p><i>EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more fulltime employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.</i> <input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
9 9	<p>Foreign Terrorist Organizations</p> <p>Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
1 0 0	<p>Firearm Entities and Trade Associations Discrimination</p> <p>Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.</p> <p><i>APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity.</i></p> <p><i>EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.</i> <input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
1 0 1	<p>Energy Company Boycott Prohibited</p> <p>Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.</p> <p><i>EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a “company” within the definitions of Section 2274.001(2) of the Tex. Gov’t Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of \$100,000 or more wholly or partially from public funds of the governmental entity.</i></p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>

1 Critical Infrastructure Affirmation

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

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes. The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause. I certify compliance with this attribute.

1 Open Records Policy

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

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

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

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

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

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

- OPTION A - No proprietary information
- OPTION B - Proprietary information marked

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Consent to Release Proposal Tabulation

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

I certify compliance with this attribute.

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Contracting Information

If Vendor is not a governmental body and

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

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

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

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

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

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

I certify compliance with this attribute.

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Anti-Trust Certification Statement

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

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

I certify compliance with this attribute.

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Federal Rule (A) - Contract Term Violations

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

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

I certify compliance with this attribute.

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Federal Rule (B) - Termination Conditions

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

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

I certify compliance with this attribute.

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Federal Rule (C) - Equal Employment Opportunity

(C) Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 601.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

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

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

I certify compliance with this attribute.

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

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

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

I certify compliance with this attribute.

1 1 1	<p>Federal Rule (E) - Contract Work Hours and Safety Standards Act</p> <p>(E) (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p> <p><i>Pursuant to Federal Rule (E) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.</i></p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
1 1 2	<p>Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement</p> <p>(F) If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p> <p><i>Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.</i></p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>

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

1 (G) The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 12511387), as
3 amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

I certify compliance with this attribute.

1 **Federal Rule (H) - Debarment and Suspension**

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

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

I certify compliance with this attribute.

Federal Rule (I) - Byrd Anti-Lobbying Amendment

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

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

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

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

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

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

I certify compliance with this attribute.

1 Federal Rule (J) - Procurement of Recovered Materials

1 **(J)** When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with
6 section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. *Pursuant to Federal Rule (J) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

I certify compliance with this attribute.

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

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

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

I certify compliance with this attribute.

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

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

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

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

I certify compliance with this attribute.

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

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

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

I certify compliance with this attribute.

1 2 0	<p>Federal Rule - Federal Record Retention</p> <p>When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.</p> <p>Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
1 2 1	<p>Federal Rule - Profit Negotiation</p> <p>For purchases using Federal funds in excess of \$250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).</p> <p>When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
1 2 2	<p>Federal Rule - Solid Waste Disposal Act</p> <p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceed \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)</p> <p>Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>

1 2 3	<p>Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215</p> <p>When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183.</p> <p>The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
1 2 4	<p>Applicability to Subcontractors</p> <p>Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>
1 2 5	<p>Compliance with the Energy Policy and Conservation Act</p> <p>When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).</p> <p><input checked="" type="checkbox"/> I certify compliance with this attribute.</p>

1 **Indemnification**

2 **Acts or Omissions**

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

Infringements

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

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

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

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

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

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

I certify compliance with this attribute.

1 **Excess Obligations Prohibited**

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

I certify compliance with this attribute.

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Suspension and Debarment

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

I certify compliance with this attribute.

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Change in Law and Compliance with Laws

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

I certify compliance with this attribute.

RECEIPT OF ADDENDUM NO.1-- ACKNOWLEDGEMENT

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

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

Contact Person Tyler Wooddell

Signature 

Date 6/25/24

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

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

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

Contact Person Tyler Wooddell

Signature 

Date 6/25/24

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

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

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

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

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

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act. **LIST PROVIDED ON NEXT PAGE**

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



Authorized Signature & Title
Tyler Wooddell, Chief Business Development Officer

6/25/24

Date

RFP 24-08 – Appendix C, Doc #1 Attachment: Open Records Exception Declarations
 Kimball Midwest

We declare the following information to be a trade secret or proprietary and exempt from disclosure, and request it be held confidential:

Section/Page	Term, Condition, or Specification Responded To	Confidential Information	Accepted (for Region 4 ESC's use)
<p>Vendor Response Attachment: Appendix D, Exhibit A, sec 3.3 (K) Pg 27</p>	<p>Top 10 Public Agency Customers List</p>	<p>We request that references be omitted from publicly posted copies.</p> <p>The contact information has been provided for use by Region 4 ESC in assessing our qualifications in this RFP. Disclosure would expose these individuals to unsolicited contact from people and entities unrelated to this RFP.</p>	
<p>Online Attributes Form, #42</p>	<p>References</p>	<p>We request that references be omitted from publicly posted copies.</p> <p>The contact information has been provided for use by Region 4 ESC in assessing our qualifications in this RFP. Disclosure would expose these individuals to unsolicited contact from people and entities unrelated to this RFP.</p>	
<p>Vendor Response Attachment: Midwest Motor Supply Co.- DUNS017906231_06-21-2024.pdf</p>	<p>Dun & Bradstreet Report</p>	<p>We request this be omitted from publicly posted copies of the bid response; the report we've attached is accurate as of the time it was obtained; it's preferred that agencies obtain a current report as-needed rather than rely on a dated one.</p>	

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

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

Company

Midwest Motor Supply Co. Inc.,
dba Kimball Midwest
4800 Roberts Rd

Address

Columbus, OH 43228

Phone

Fax

Contact


Signature

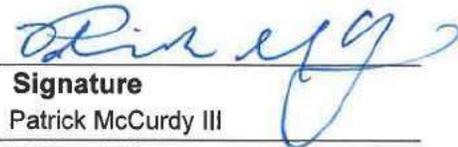
Tyler Wooddell

Printed Name

Chief Business Development Officer

Position with Company

**Official
Authorizing
Proposal**


Signature

Patrick McCurdy III

Printed Name

President

Position with Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1177435

Date Filed:
06/18/2024

Date Acknowledged:

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

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

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24-08

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Tyler Wooddell, and my date of birth is 9/1/72.

My address is 4800 Roberts Rd, Columbus, OH, 43228, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Franklin County, State of OH, on the 25th day of June, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Tyler Wooddell, as an authorized representative of

Midwest Motor Supply Co. Inc., dba Kimball Midwest, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

6/25/24
Date



REGION 4
Maintenance, Repair and Operations (MRO) Supplies
& Related Services

Request for Proposal
Solicitation 24-08



Exhibit A Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation (“OMNIA Partners”), is requesting proposals for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency,



including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

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

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

1.2 Marketing, Sales and Administrative Support

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

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

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

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

E. Social Media

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

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

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

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

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$350M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

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

1.5 Objectives of Cooperative Program

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

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier’s executive management, (2) the Master Agreement is **one of** Supplier's primary “go to market” strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

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

National Account Manager: Katelyn Bray, Government Sales Manager

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

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

Established in 1923, the Kimball Company was acquired by Midwest Motor Supply some 60 years later to form Kimball Midwest (Kimball). Since 1983, company growth has been dynamic, scaling from less than \$1MM in sales to over \$500MM today. While most of that growth has been organic, Kimball has also made a handful of acquisitions over the last 20 years of likeminded organizations. Today, Kimball is proud to be recognized as one of the largest distributors in the industrial maintenance aftermarket in the United States, currently ranked 30 in Industrial Distribution's annual publication of "The Big 50" MRO suppliers and 38 in Modern Distribution Management's Top 40 Industrial Distributors list for 2023. Major industries served includes Agriculture, Automotive, Construction, Manufacturing, Oil and Gas, Mining, Wholesale, and Government -- including Schools and Institutions of Higher Education.

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

With over 100 years of experience providing maintenance, repair, and operations products and associated inventory management solutions, Kimball's approach is rooted in our history

and commitment to excellence. It can be summarized as 1) Vendor Managed Inventory (VMI) with high quality items, directly managing onsite inventory levels for thousands of MRO consumables 2) Essential E-Commerce Solutions as needed for product research, small fill in orders, or if account administrative tasks are required, 3) Robust Operations undergirding the logistical requirements of ensuring necessary MRO items are available nationally at the time and place of need, and 4) Consistent delivery of value through clear training and implementation plans.

Kimball VMI Service:

Unlike the traditional catalog company or branch model, we serve as a Vendor Managed Inventory (VMI) partner. It is important to understand the benefits to OMNIA Partners' Members brought by Kimball's (VMI) process. In this model, most of the orders are initiated by Kimball personnel. Kimball's VMI supply chain program includes an upfront assessment at the individual site level to ascertain the optimal shop configuration for managing inventory of small part consumable MRO SKUs. After local agreement of the shop layout, Kimball provides the labor force to reconfigure the shop accordingly, removing, repurposing, and/or replacing storage equipment as needed. A Kimball Sales Representative then maintains appropriate inventory levels on all SKUs as agreed upon at the local level. This is often thousands of different small dollar (per unit) SKUs that are nonetheless vital to Agency's operations when performing a maintenance repair. Part of this VMI solution is the initiation of an order through the creation of a quote.

With Kimball personnel initiating most of the orders, the Participating Agency's maintenance personnel save the time and effort of not only compiling an order, but in searching for items needed to purchase. Quotes are initiated by Kimball representatives using predominately mobile application technology. Once those quotes are approved by Participating Agency's processes, including a unique PO identifier, then those quotes convert to orders for fulfillment. Kimball's VMI product delivery method saves time and money for Participating Agencies, eliminates obsolete inventory, and standardizes product, effectively lowering the Total Cost of Ownership for maintenance supplies.

Kimball Product Line:

Kimball stocks more than 55,000 maintenance, repair, and operations products including fasteners, chemicals, electrical items, shop supplies, hydraulics, and body shop parts. Additionally, Kimball delivers access to more than 500,000 items through its network of dropship supply partners.

At Kimball, superior product quality is part of the customer value proposition. To be included in the Kimball Midwest family of products, we look for superior solutions to the challenges faced in demanding operations. We know that if these products can handle the toughest applications, they'll make every job faster and easier. As such, products are evaluated on their ability to provide performance benefits such as the following: longer service life, faster job completion, reduced labor cost, reduced equipment downtime, increased user safety, and an overall ability to make tough jobs easier.

Additionally, Kimball's focus on supplying our customers with Made in the U.S.A. products allows traceability to the source of manufacture, helping eliminate the possibility of substandard, misrepresented, mismarked, or counterfeit products being put into the supply chain. This not only supports a high product quality, but also helps secure the supply chain by utilizing a wide network of domestic suppliers.

Kimball E-Commerce:

While Kimball's VMI offering drastically decreases the time burden in finding, stocking, and acquiring MRO consumable items, Kimball's online ordering system provides sourcing, ordering, and account administration processes for Participating Agencies. An expanded description of these capabilities is described later in our response worksheet.

Kimball Operations:

Via our national distribution network, including our headquarters in Columbus, Ohio, we ensure efficient and timely product availability, at industry leading fulfillment rates. These centers enable us to offer complete nationwide coverage and expedited shipping, catering to diverse industries and markets. Our dynamic workforce of over 2,300 individuals, including ~1,400 sales representatives and 900 operational associates, forms the backbone of our operations. Our sales representatives are the face of Kimball, understanding the Participating Agency's individual maintenance needs and tailoring solutions accordingly. Operational associates work tirelessly as part of a metrics-driven organization, to get nearly 100% of eligible orders shipped the same day, with a 98+% item level fill rate, and next day delivery to 90+% of the continental US at no additional charge for most items.

Kimball Training & Implementation:

Kimball understands that training and implementation experience are pivotal keys to success for a program such as OMNIA Partners. As evidenced below, Kimball takes a leading approach to the marketplace in terms of representative training, experience level, and additional support layers. All new Kimball sales representatives, regardless of prior experience, undergo regimented multi-phase onboarding lasting on average 12 months. As you will note below, specific OMNIA program training is included as part of our standard implementation framework. Finally, all Kimball sales representatives will receive an OMNIA Standard Operating Procedures document advising them of the unique details of this contract. With that you can be assured they will be well prepared to assist Participating Agencies with any aspect of the program.

Knowledgeable Vendor Managed Inventory services, quality products, and metrics driven company Operations, backstopped by e-commerce solutions and the training and execution experience of 100 years – that is how we will provide quality Facilities' MRO and Industrial Supplies to Participating Agencies.

Longevity and Scale:

Kimball's 100 years in business from 1923 to today is certainly a testament to our ability to provide Participating Agencies with quality MRO consumable items. Our sales growth

over the last four decades, from less than \$1 million in 1983 to over \$500 million in 2023, demonstrates the trust we've cultivated in the industries we serve.

This trajectory speaks volumes about our ability to provide MRO products and services at scale. Customers range in size from sole proprietor small businesses to local governmental agencies to members of the Fortune 500 with multiple locations nationwide. Furthermore, our consistent ranking, and upward mobility, in prestigious industry lists such as Industrial Distribution's, "The Big 50" and MDM's "Top 40 Industrial Distributors" showcases our credibility and leadership in the industrial maintenance aftermarket.

We are confident that with the scale we have achieved, we can provide MRO supply chain partnership services to Participating Agencies' locations where maintenance is being performed.

Associate Engagement and Training:

Training is key to delivering consistent and repeatable value to Participating Agencies. To that end, Training magazine recently acknowledged Kimball with its 2023 Training APEX Award. Additionally, 2023 marked Kimball's 11th year running of being named one of Central Ohio's Top Workplaces. This is an award that measures associate alignment, engagement, and connection, all elements that in the end contribute to superior results for Participating Agencies.

Further of note, programs such as OMNIA Partners are supported by associates with firsthand knowledge of government systems and procurement so that they can guide our service personnel appropriately. A detailed Standard Operating Procedures (SOP) manual providing essential knowledge when selling to specific contract customers is issued to all sales representatives using the program. This approach has allowed us to successfully service governmental contracts in various states, and to recently renew our Federal GSA contract, marking more than two decades of working with the US Federal Government.

Finally, Kimball's national service team of ~ 1,400 representatives recently earned their seventh straight appearance on Selling Power magazine's "50 Best Companies to Sell For" in 2023, showcasing their abilities in developing and managing large-scale accounts and contracts. With these talents, Kimball services over 90,000 client locations annually, with close to 10,000 unique government agencies at all levels of government.

Ability to Fulfill:

As previously mentioned, Kimball stocks more than 55,000 maintenance, repair, and operations products. It is important to note that all of these stock items are located in each of our distribution centers. This allows us to maintain high fill rates and offer single receiving for customers as all products on their orders are often coming from the same delivery warehouse.

Our current system of record for inventory utilizes an industry leading 3rd party warehouse management system. This software tracks inventory levels and sales orders in real time and makes this data available for our purchasing team to track demand and keep

appropriate levels of inventory at each warehouse. When managing a contract like OMNIA Partners, product usage would be monitored on a regular basis so we can quickly understand buying trends and adjust inventory levels as necessary. For Participating Agencies that select Kimball as their primary vendor, our reps would be able to provide forecasts to Purchasing to further assist with monitoring inventory.

We do our future demand forecasting based upon historic sales from each individual warehouse. We calculate a daily weighted average of units sold from each warehouse for every item in our catalog, and then use that number to determine our minimum and maximum stocking quantities for each warehouse individually. We attempt to stock all catalogued items in all our warehouses to allow for the fastest possible delivery to our end users. Kimball believes that investing in inventory gives us a competitive advantage as we can service our customers' needs quickly. Our primary metrics for the Purchasing department revolve around service level goals rather than inventory turns. Our goals for service levels are to ship all items 99.1% complete same day. If a customer orders 1,000 pieces of an item and we ship 999 pieces, our service level on that line is 0%. Our service level goal for our fastest moving items is 99.7% complete same day (those fast movers account for 80% of our lines shipped).

Our Operations group is responsible for inventory control strategies. We validate our inventory accuracy through daily cycle counting practices with 1/12 of warehoused inventory being verified each month in all distribution center locations. Each unique SKU is counted and balance verified once in the calendar year, culminating in an independent accounting audit of inventory balances. Our goal is to have inventory that is accurate to 2% of the systematic location value for 98% of our cycle counts. In addition to cycle counting, we also have a team of investigators that research inventory imbalances and missing parts to quickly resolve any issues as soon as they arise.

Finally, applicable products are marked with a lot code and/or date code allowing traceability back to the manufacturer and back through the manufacturing process. As an example, our Grade 5 and Grade 8 hex head cap screws, nuts, flats, lock washers, and washers are all marked with a lot code that allows them to be traced back to the original "heat" of the steel from which they were produced, as well as secondary forming operations. Our graded fractional and metric fasteners meet or exceed all SAE, ASTM, and ANSI specifications. Kimball will provide lot trace information to Participating Entities upon request.

B. Total number and location of salespersons employed by Supplier.

Kimball Midwest has over 1,400 Sales Representatives within the continental United States, with an average representative tenure of 7+ years.

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

Kimball Midwest's national distribution network is comprised of 5 strategically placed facilities across the United States: Columbus, OH; Savannah, GA; Reno, NV; Dallas, TX; and Newtown, CT. Each is fully stocked with 100% of Kimball's product line.

Corporate Office and Columbus Distribution Center:

4800 Roberts Rd
Columbus, OH 43228

D. Annual sales for the three previous fiscal years.

2021 \$ 324,492,595
2022 \$ 411,340,961
2023 \$ 486,461,852

E. Submit FEIN and Dunn & Bradstreet report.

FEIN: 31-4408759

DUNS: 01-790-6231

A report has been uploaded in the bid portal.

F. Describe any green or environmental initiatives or policies.

As a distributor, our ability to make an environmental impact focuses on recycling at our distribution centers and being conscientious of the policies under which we do business. The company's steady growth has afforded the opportunity to expand and remodel our facilities with focus on reducing our company's resource consumption. Ecoconscientious practices we've adopted through the years include:

- Converting to LED lighting inside and out at facilities
- Occupancy sensors to keep lights on only when rooms are in use
- Reducing water usage through hands-free and low-flow restroom fixtures
- Actively recycling corrugated cardboard, office paper, stretch wrap, cans, bottles, plastic barrels, pallets, batteries, electronics, ink toner cartridges
- Bottle and can recycling bins within the cafeteria and throughout the buildings
- Office-wide paper recycling for non-sensitive documents

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

Kimball recognizes the importance of supporting historically disadvantaged businesses and is dedicated to growing our existing partnerships with suppliers, while maintaining our focus on reliable sourcing and quality products. In 2023, as part of our Supplier Diversity Program, Kimball sourced products from 191 diverse and small businesses and increased our overall spend by \$2.6M year over year. We strive to create an environment in which we can develop sales and purchasing opportunities where we are able to utilize ESB/MBE/WBE capabilities. As a member

of the following organizations [NVBDC, ORV/WBE, OMSDC], Kimball continues to invest in creating more opportunities for partnerships with diverse organizations. Lastly, to help customers meet the unique regulatory requirements surrounding DBE purchasing goals, Kimball proudly partners with several diverse companies ranging from MBE, Hubzone, SWAM, to Veteran Owned. We find that our partners benefit from Kimball's extensive product offering, industry expertise, lead generation/market expansion, and customer relationships. Interested Agencies should reach out to their local sales rep for more information on how to take advantage of our Channel Partner Program.

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

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

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

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

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

Kimball Midwest maintains relationships with the following minority-owned organizations:

GT Industrial Supply
7775 East Kemper Road
Cincinnati OH 45249
Phone: 513-771-7000

Certifications and Registrations

- State of Ohio Minority Business Enterprise (MBE), #202402-10809

Roby Services, Ltd (dba) Roby Supply
42 N. Torrence Street
Dayton, Ohio 45403
Tel: (937) 254-2384 Fax: (937) 254-2674

Certifications and Registrations

- State of Ohio Minority Business Enterprise (MBE), #9334

J. Describe how supplier differentiates itself from its competitors.

Vendor Managed Inventory

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

Quality Commitment

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

When we look for additions to our line of 55,000+ very high-quality products we are very discriminating regarding what we will allow to carry the Kimball Midwest brand. Products that can simply get the job done, eventually, are not what we are all about. Kimball Midwest products need to provide features and benefits well beyond the conventional, everyday products most of us encounter daily.

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

These products need to provide:

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

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

Sales Representatives

Further setting us apart is our quality control approach to maintaining an industry-leading service level exceeding 98%. This is achieved through the training, tenure, and product knowledge of our service reps, superior products, delivery reliability, and a structured review process- both inhouse and with our customers.

Kimball Midwest takes a leading approach to the marketplace in terms of representative training, experience level, and additional support layers. All our sales representatives, regardless of past

experience, undergo regimented multi-phase training lasting on average 12 months. Additionally, these representatives are backed up by a local, regional, and national sales management structure.

The average tenure of our service reps is 7 years, a testament to the foundations built and maintained through training and company culture.

American-Made Commitment

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

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

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

- L. Felony Conviction Notice: Indicate if the supplier

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

b: Kimball Midwest is privately owned and operated by no individuals convicted of a felony.

- M. Describe any debarment or suspension actions taken against supplier N/A – no occurrences of suspension or disbarment.

3.2 Distribution, Logistics

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

Kimball Midwest stocks more than 55,000 superior- quality MRO parts, hardware, and quality shop supply items. Having one of the industry’s broadest product lines provides our customer with single-source availability. Our proposal includes our entire stock catalog, product safety seminars, and Vendor Managed Inventory (VMI) solutions. Additionally, Kimball delivers access

to more than 500,000 items through its network of dropship supply partners that would be made available to Participating Agencies.

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

Examples of lines we stock and service include:

- | | | | |
|--------------------------|------------------------------|------------------|--------------------------------------|
| <input type="checkbox"/> | Cutting Tools & Abrasives | Paints | <input type="checkbox"/> |
| <input type="checkbox"/> | Plumbing & Pipe Fittings | Hand & | <input type="checkbox"/> Power Tools |
| <input type="checkbox"/> | Hydraulics | Shop Supplies | <input type="checkbox"/> |
| <input type="checkbox"/> | Electrical Storage Equipment | | <input type="checkbox"/> |
| <input type="checkbox"/> | Fasteners | Safety Equipment | <input type="checkbox"/> |
| <input type="checkbox"/> | Pneumatics | Chemicals | <input type="checkbox"/> |

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

Via our national distribution network, including our headquarters in Columbus, Ohio, we ensure efficient and timely product availability, at industry leading fulfillment rates. These fully stocked centers enable us to offer complete nationwide coverage and expedited shipping, catering to diverse industries and markets. Our dynamic workforce of over 2,300 individuals, including ~1,400 sales representatives and 900 operational associates, forms the backbone of our operations. Our sales representatives are the face of Kimball, understanding Participating Agencies' individual maintenance needs and tailoring solutions accordingly. For customers in an area without a field Sales Rep, our Inside Sales staff is happy to provide support until a Rep is assigned to their area. Operational associates work tirelessly as part of a metrics- driven organization, to get nearly 100% of eligible orders shipped the same day, with a 98+% item level fill rate, and next day delivery to 90+% of the continental US at no additional charge for most items.

Kimball utilizes industry leading parcel carriers. Our proposal includes no-charge standard ground shipping within the continental United States and there is no minimum order requirement to qualify for the free freight. Orders shipping to Alaska, Hawaii, U.S. Territories and Outlying Areas would be subject to an additional charge. Expedited shipping is available upon request. Freight charges are dependent upon weights, package dimensions, and delivery cut-off times so fees would be quoted at the time of order.

Non-Stock product delivery may require additional shipping days. Date estimates can be confirmed during the quoting process.

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

The structure of account set up at Kimball Midwest guarantees price accuracy for contract users, regardless of the ordering system they use. To make a purchase, customers are issued an individual account which they use with any Kimball Midwest ordering method. The contract

price book is assigned to their account, ensuring every order has the correct price no matter how it is placed. Additionally, their invoice and packing slip settings change so that the contract number prints on these documents and displays on their quotes – a visual confirmation that their order is on contract.

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

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

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

Please see Affiliates section I. for a list of our Channel Partners who may be utilized in performance of this contract.

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

We have 5 distribution centers strategically located nationwide and each is fully supplied with 100% of Kimball's stocked catalog. We do not have retail stores but customers near our distribution centers may place orders through their Sales Rep or our website and request pick up at the front counter.

Columbus Distribu on Center
4800 Roberts Rd
Columbus, OH 43228
400,000 square feet

Dallas Distribu on Center
1501 E Bardin Rd
Arlington, TX 75050
80,000 square feet

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

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

Newtown Distribu on Center
14 Prospect Dr
Newtown, CT 06470
142,000 square feet

3.3 Marketing and Sales

- A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on



its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Per the declarations attached to our signed form of Appendix C – Acceptance of Region 4 ESC’s Open Records Policy, Kimball Midwest has requested confidentiality regarding:

1. The Top 10 Public Agencies and References

- a. These contacts have been provided for use by Region 4 ESC in assessing our qualifications in this RFP. Disclosure would expose these individuals to unsolicited contact from people and entities unrelated to this RFP.

2. Dun & Bradstreet Report

- a. The report included with our response is accurate as of the time of this solicitation; it is preferred that agencies obtain a current report as-needed rather than rely on a dated one.

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

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

Our current OMNIA Partners program is our primary go-to market strategy for Public Agencies. As such we would be eager to share the news of an award with our Sales Representatives. Once authorized by OMNIA Partners, Public Sector, executive sales leadership would announce the exciting news to our sales force within the first 10 days via our Communications department in an Intra Company Correspondence email and our monthly Company Update Video featuring our President.

We have been training our national sales force on leveraging the agreement through OMNIA Partners for many years. Educational materials and presentations would be updated to reflect the new agreement. Current and Additional efforts:

- Our Government Sales office will update the program's field guide / SOP and Customer facing literature referenced by Kimball Midwest's 1,400+ Sales Representatives.
- Contract will continue as a prominent topic at Divisional and Regional sales meetings, as well as featured by corporate directors during national sales meetings; presentations would emphasize compliance, determining account eligibility, identifying opportunities to grow participation, and talking points to share with customers.
- After sales on-boarding, all sales representatives are invited to attend 1 of 2 trainings held each month explaining the features and benefits of OMNIA Partners.

- Continue to grow the program with customer leads and product features, motivate sales force with contests, recognize outstanding accomplishments by the sales field, and more.
 - Partner with OMNIA Partners to create a refreshed case study that references our new contract and can be utilized by our sales reps.
- C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials

- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

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

First 2 Weeks

- Executive leadership will issue an announcement to the sales field via our Intra Company Correspondence and Company Update Video featuring our President.
- Marketing and Graphics departments will update the existing line card outlining the program features.
- Update the existing OMNIA Partners page on our website to reflect the new contract information, including any revisions to logos and uploading the original Request for Proposal: <https://www.kimballmidwest.com/Government-Sales/OmniaPartners> First 30 days:
- Our Marketing team will issue a Press Release and make an announcement on Kimball Midwest's social media.
- Our current SOP guide detailing contract obligations and execution will be updated and re-issued.
- Our existing co-branded line card would be updated within the first 30 days.
- We will announce the contract award and distribute the flier amongst our sales force, who use it as a tool to maintain and grow current accounts and open new accounts.
- Notify customers using our current contract, # R192004, of the new agreement and update existing participating addendums.

Monthly

- Sales reports filed and fees paid before the 10th calendar day of each month Ongoing
- Contract will be featured in subsequent sales meetings; presentations to emphasize compliance, customer eligibility, and identifying opportunities to grow participation. If awarded, this would be a prominent feature of our annual sales meetings held in March and April.
- Nurture the program with customer leads, product promotions, employee contests, recognizing outstanding accomplishments by the sales field, and more
- We will work with OMNIA Partners staff throughout this process to ensure customer facing literature, in print and on the web, conforms to branding guidelines.
- Kimball commits to attend and participate in select OMNIA Partners supported events, including trade shows, conferences, etc. as denoted in this request for proposal.

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

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

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

We presently hold cooperative contracts with Kentucky Purchasing Cooperative and IGPA which enables us to do business with customers who do not otherwise use OMNIA Partners.

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

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

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

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii.

Best government pricing iii.

No cost to participate

iv. Non-exclusive

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

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

thoroughly trained on, we also coach Reps on the deeper value of our contract and cooperative purchasing contracts holistically. This training is a standardized, consistent message delivered by our Program Manager in a plethora of training and sales development settings.

The Kimball Midwest Strategic Sales team works closely with the field Sales Reps to take advantage of any lead that is established by OMNIA Partners whether it be via Member Development or OMNIA Connect. We make contact with the contact provided by OMNIA Partners typically within 24 hours. We use these leads to either forge, or further develop our relationships with these customers by proving the strength in our partnership with OMNIA in how it delivers value to them.

Proactive measures we take, and would continue to perform, include equipping every new sales Rep with an OMNIA Partners quote account and, upon passing certain milestones in their standard training, all Sales Reps are issued an "Intro to OMNIA Partners, Public Sector" packet which includes the SOP, a set of line cards, a list of eligible agencies they are already calling on, and key in-house contacts. Follow up calls are conducted to provide further support and feedback. Reps are also introduced to OMNIA Connect in these trainings, and our path for future growth has OMNIA Connect circled as a focus and an effective lever for increased sales volume and Rep participation. Reps are encouraged to read through and watch all training videos on our internal sales resource site, so they can best understand the foundational value our contract delivers to our customers.

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

i. Key features of Master Agreement ii.

Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners iv. Knowledge of

benefits of the use of cooperative contracts

Sales training is performed in multiple formats, each emphasizing the key points that make cooperative purchasing appealing, such as the contract being "competitively solicited and publicly awarded by a lead government agency" and "no cost to participate," as well as covering who can use it. The "who" is a very important topic we explore in-depth, providing multiple examples of agency types, and encouraging Reps to consider the accounts they're already supporting which qualify. Most importantly, we train our Sales Reps that our OMNIA agreement is their most valuable resource and go to market strategy for winning government business. Training on our contract is the most salient resource, and translates to being our most key initiative, for garnering Sales Rep understanding and participation in the OMNIA program. We know the more our Sales team understands and feels comfortable with the benefits of our contract, the more we are able to drive and retain public sector sales. Most importantly, our sales team sees the growth that this contract has had over the years and want to be a part of it and allow their local communities to take advantage of the cooperative contract.

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

- Standard Operating Procedures (SOPs) which educate employees on agreement obligations, features and talking points, identifying eligible agencies, and in-house support contacts.
- Targeted marketing tools Reps give to customers, such as co-branded sales cards or flyers which bullet out key benefits.
- The program is featured in presentations at major corporate events, such as national sales meetings and regional conferences.
- Sales leaders use OMNIA training programs to strategically plan for public sector growth in their designated territories.
- Two in-house video demonstrating conversations introducing the cooperative to eligible customers.
- Our Strategic Sales team offers ongoing, on-call support through the phone and e-mail.

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

- i. Executive Support
- ii. Marketing iii. Sales iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable vii. Contracts

Executive Support

Tyler Wooddell
Chief Business Development Officer
614-951-2718
tyler.wooddell@kimballmidwest.com

Marketing/Sales

Katelyn Bray
Strategic Sales Manager
614-951-2436
katelyn.bray@kimballmidwest.com

Sales

Steve Thompson
General Sales Manager
614-951-2614
steve.thompson@kimballmidwest.com

Sales Support

Strategic Sales Dept.
614-951-2696
omniapartners@kimballmidwest.com

Financial Reporting

Megan Steele
Director of Financial Planning & Analysis
614-951-2752
megan.steele@kimballmidwest.com

Accounts Payable

Aidan Leonard
Accounting Operations Manager
614-951-2783
aidan.leonard@kimballmidwest.com



Contracts

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

OMNIA Partners Program Manager

Seamus Moore
Program Manager, Government Sales
614-951-2406
seamus.moore@kimballmidwest.com

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

Kimball Midwest has over 1,400 Sales Reps across the continental United State backed by a team of District, Region, and Division Managers. This sales network is overseen by Steve Thompson, General Sales Manager.

Steve Thompson

General Sales Manager 614-951-2614 steve.thompson@kimballmidwest.com

At Kimball, we take a unique approach to our Public Sector government sales by training our entire sales force on how to sell utilizing cooperative contracts. This allows us to deliver on our value-added services offered in this contract not just to the largest agencies, but to the rural school districts and county garages who may benefit as well. To support the larger government opportunities and help educate reps by working alongside them in the field, we have dedicated Government Account Executives in their respective divisions as well as 40 Key Account Executives (also highly trained and experienced on selling to Government customers). Finally, our experienced Program Managers tie it all together by working directly with these Account Executives on lead generation, targeting opportunities as well as serving as an added layer of support for our customers with any contract related questions they may have.

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

The Kimball Strategic Sales team will look to build off the success we had with the OMNIA team since 2020. We saw great value in working with our Partner Development Director and the Marketing and Sales Enablement team over the last several years to help grow our program. We conducted monthly cadence calls with our Partner Development Director to review our contract progress such as sales, marketing, strategic initiatives, and partner alignment. We looked for areas to attack based on previous successes, as well as areas we could improve our partnership and communication. We also partnered on a cobranded marketing campaign on LinkedIn to raise awareness of the strength of our OMNIA partnership and how that results in a better customer experience. Kimball Midwest also invested strongly into Sales Enablement and furthering our relationship with that team. We attended one of OMNIA's Supplier Days at the Franklin office to get to know the Member Development team to show our value and differentiate ourselves and our contract offerings from our competitors.

Along with the continued development of our training program around the contract, we see developing our partnership with the OMNIA Partners team as one of the key focus areas should we be awarded a contract. Through increased relationship building with the Partner Development, Marketing, and Sales teams, we intend to grow our coordination with the OMNIA team. A few examples are:

- Continuing to use monthly cadence calls with our Partner Development Director to hone into contract and partnership initiatives and activities.
- Build a stronger relationship with OMNIA's Marketing team, specifically through our designated marketing rep with OMNIA.
- Designate a Marketing point of contact for OMNIA Partners to work directly with on initiatives to increase partnership awareness, as well as quality and quantity of marketing activities. An initial goal would be to create 1-2 custom case studies that would help in our marketing efforts.
- Further develop relationships with the Member Development team to drive A-C segment sales.
- Work directly with more Regional Managers to tap into the largest agencies nationwide.
- Cultivate executive level relationship with OMNIA to further align strategies.
- Continue marketing our contract at tradeshow and conferences.

In closing, we want to share how the continued focus on driving sales through collaboration and partnership with the OMNIA team has allowed our Sales team to grow 115%+ between 2020 and 2023.

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

Program Management

When executing programs of this nature Kimball Midwest utilizes a streamlined hierarchical approach: leveraging our multi-tiered field sales network of more than 1,400+ sales professionals. This provides customers with a primary contact for any inquiries related to the contract.

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

Within the Strategic Sales team, there are 40 outside Key Account Executives and four Government Account Executives that are fully trained on the OMNIA Partners program. They work with field sales managers to support and train our Sales Representatives at the account level, particularly on larger opportunities.

An OMNIA Partners Program Manager was added in 2020 with the goal of bringing additional awareness to the program and drive new business. We now have 2 Program Managers focused on growing contract sales. This has been a successful addition, growing sales from \$7.7 million in 2019 to \$19.8 million in 2023. They present the contract at sales meetings, ride along with reps

to help them speak to customers on co-op purchasing, host 60+ training webinars annually, organize company-wide contests around the program, closely monitor sales performance, etc. They partner with internal resources to better align initiatives between the program and the business. In turn, the Government Sales Manager monitors the contract's progress to appoint additional program administrators as sales growth permits.

Through the calculated dissemination of contract selling information across all major Kimball Midwest training programs, we can grow Sales team participation, adoption, and mind share. Within those live trainings, we use strategically placed success stories to share best practices and walk through overcoming common challenges around cooperative contract understanding and adoption among customers. This peer-to-peer exchange helps us gain credibility among the Sales team and aid them to absorb and apply the knowledge to their public sector customers. We now have trained thousands of Sales Reps on the contract and have seen the Sales team engagement grow to over 60% of our Sales team, with goals to climb to 80% by 2026, if awarded.

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

Contract Administration

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

Account Setup

Contract pricing can be activated on a Participating Agency's new or existing account the same day it is requested. Our current process is (1) the customer or their Sales Rep requests that their account be set up on Master Agreement pricing (2) the participation ID is verified and/or obtained through the OMNIA Partners, Public Sector's participation list or OMNIA Connect (3) the contract's price book is applied to the account (4) their invoice and packing slip settings are updated so that the contract number prints on these documents and (5) e-mail confirmation is sent to the requestor for their own records. Using this method, thousands of existing Kimball Midwest customers have been introduced to and utilized the program since its inception in 2015.

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

Our non-Federal, Public Agency sales topped \$38.5M in 2023.

Top 10 Public Agency Customers

	<u>Public Agency</u>	<u>Key Contact</u>	<u>2023 Sales</u>
1	North Texas Municipal Water District	Robert Castillo, Fleet Manager rcastillo@ntmwd.com 469-626-4464	\$170,123
2	Sun Metro	Jose Marquez, Material Specialist marquezjs@elpasotexas.gov 915-212-3389	\$161,190
3	Broad River Electrical Co-Op	Walt McDaniel, Shop Supervisor Shop@broadriverelectric.com 864-425-6508	\$127,691
4	Greater Richmond Transit Company	Tony Byrd, Director of Maintenance Tony.byrd@ridegrtc.com 804-474-9925	\$111,963
5	Town of Mammoth Lakes	Lon Adams, Fleet Superintendent ladams@townofmammothlakes.ca.gov 760-965-3682	\$109,520
6	South Carolina Dept. of Corrections	Isaiah Gray, Director of Transportation Gray.Isaiah@doc.state.sc.us 803-212-8556	\$89,856
7	Contra Costa County	Ted Lavelle, Lead Materials Technician ted.lavelle@pw.cccounty.us 925-313-7077	\$88,725
8	Box Elder County	Nick Hawkes, Foreman jonnickhawkes@frontier.com 435-279-6582	\$81,671
9	Clayton County Public Schools	David Lewis, Fleet Maintenance Manager David.lewis@clayton.k12.ga.us 770-473-2835 ext 77052	\$72,526
10	Lansing Board of Water and Light, MI	Ron Ledesma, Shop Supervisor Ron.Ledesma@lbwl.com 517-282-2541	\$67,731

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

Kimball Midwest has sales representatives across the United States, covering all of the continental U.S. states. Each of the sales representatives personally serves his/her accounts, all while utilizing multiple order entry tools. Chief among these tools is our custom developed mobile application through which they complete dozens of functions, including creating and submitting orders from the field. On average, 75% of monthly orders received are submitted from this mobile application, with each order being processed and fulfilled at one of our five warehouse locations. The sales representatives also have a browser-based web application which allows order entry on behalf of the customer.

KimballMidwest.com - Additionally, each of our end user customers may use our e-commerce Storefront site to create and submit orders.

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

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

Specific items or product categories can be restricted from online ordering. Restrictions are controlled at the account level and prevent the items from appearing to the logged in user. Multiple training options are available for users to learn more about using our website.

E-Procurement:

In order to help streamline our customers operations, Kimball interacts on an as needed basis with several 3rd party procurement software portals such as Ariba, Oracle, and Coupa, receiving POs and sending invoices.

Data Security

Kimball follows the Center for Internet Security (CIS) Critical Security Controls framework. We utilize a best in class 24 x 7 Security Operations Center, Managed Detection and Response and Managed Vulnerability Management service monitoring all systems for security events. We

utilize simulated email phishing and training products as well as security education services. All data access is controlled with least privileged access to prevent unauthorized access.

- M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will **aspire to achieve** each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$22,574,068 in year one \$25,960,178 in
year two
\$29,854,205 in year three

To the extent Supplier **aspires to achieve** minimum Contract Sales, the Administrative Fee shall be calculated based on **the actual Contract Sales**.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

[Option i](#)

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

[Option ii](#)

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

Option iii

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

Option iv

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

Exhibit F
Federal Funds Certifications

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Version March 19, 2024

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

(b) *Prohibition.*

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

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

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition.*

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

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

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

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

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

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

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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

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

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

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

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

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

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

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:

OR

Version March 19, 2024

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES:

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES:

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

Offeror's Name: Midwest Motor Supply Co. Inc., dba Kimball Midwest
Address, City, State, and Zip Code: 4800 Roberts Rd, Columbus, OH 43228
Phone Number: 614-219-6100
Fax Number: 614-219-6840

Printed Name and Title of Authorized Representative: Tyler Wooddell, Chief Business Development Officer
Email Address: all-governmentgroup@kimballmidwest.com
Signature of Authorized Representative: 
Date: 6/25/24

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

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

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

Offeror's Name:

Midwest Motor Supply Co. Inc., dba Kimball Midwest

Address, City, State, and Zip Code:

4800 Roberts Rd, Columbus, OH 43228

Phone Number: 614-219-6100

Fax Number: 614-219-6840

Printed Name and Title of Authorized Representative:

Tyler Wooddell, Chief Business Development Officer

Email Address:

all-governmentgroup@kimballmidwest.com

Signature of Authorized Representative: 

Date: 6/25/24

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

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

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

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

Contractor Integrity

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

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

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

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

Affirmative Steps

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

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

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

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

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit

of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

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

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

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

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

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

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

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

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

5. COPELAND ANTI-KICKBACK ACT

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

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

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

subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the

Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

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

Federal Water Pollution Control Act

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

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

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

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

10. BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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



Signature of Contractor's Authorized Official

Tyler Wooddell, Chief Business Development Officer

Name and Title of Contractor's Authorized Official

6/25/24
Date

11. PROCUREMENT OF RECOVERED MATERIALS

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

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. ACCESS TO RECORDS

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

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

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

14. CHANGES

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

15. DHS SEAL, LOGO, AND FLAGS

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

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

17. NO OBLIGATION BY FEDERAL GOVERNMENT

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

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract

for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include,

but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- 5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage

payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

- 7) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

- 1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.
- 2) **Flow Down** – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to

suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

- 1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- 2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).
- 3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

- 1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- 2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- 3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

- 4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.
Stated Reason(s): _____

- 5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

- 1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

- 1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

- 1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

- 1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.
- 2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

- 1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

- 1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.
- 2) A protest shall include:
 - a. The name, address, and telephone number, including FAX number if available, of the protestor;
 - b. The signature of the protestor or authorized representative;
 - c. Identification of the contract/solicitation;
 - d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;
 - e. The form of relief requested.
- 3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.
- 4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.
- 5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.
- 6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.
- 7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

- a. The items to be procured are urgently required;
 - b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.
- 8) FTA will only entertain a protest that alleges:
- a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
 - b. Violations of Federal law or regulation.
- 9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protestor knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

- a. Include the name and address of the protestor.
- b. Identify the grantee, project number, and the number of the contract solicitation.
- c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

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

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

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

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

Printed Name and Title of Authorized Representative:
Tyler Wooddell, Chief Business Development Officer

Email Address: all-governmentgroup@kimballmidwest.com

Signature of Authorized Representative: 

Date: 6/25/24

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

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

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

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

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

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: Midwest Motor Supply Co. Inc., dba Kimball Midwest

Organization Address: 4800 Roberts Rd. Columbus, OH 43228

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Patrick J. McCurdy Jr.	4800 Roberts Rd. Columbus, OH 43228
David M. McCurdy	4800 Roberts Rd. Columbus, OH 43228
Patrick J. McCurdy III	4800 Roberts Rd. Columbus, OH 43228

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

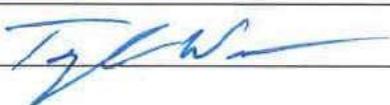
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Patrick J. McCurdy Jr.	4800 Roberts Rd. Columbus, OH 43228
David M. McCurdy	4800 Roberts Rd. Columbus, OH 43228
Patrick J. McCurdy III	4800 Roberts Rd. Columbus, OH 43228

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Tyler Wooddell	Title:	Chief Business Development Officer
Signature:		Date:	6/25/24

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, Tyler Wooddell residing in Columbus
(name of affiant) (name of municipality)
in the County of Franklin and State of Ohio of full age,
being duly sworn according to law on my oath depose and say that:

I am Chief Business Development Officer of the firm of Midwest Motor Supply Co. Inc.,
(title or position) (name of firm)

dba Kimball Midwest the bidder making this Proposal for the bid
Maintenance, Repair and Operations (MRO) Supplies,
entitled Equipment, and Related Products and Services, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

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

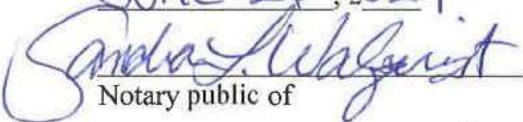
Subscribed and sworn to

before me this day


Signature

Tyler Wooddell

(Type or print name of affiant under signature)

June 26, 2024

Notary public of

My Commission expires 2/21/2028

(Seal) **SANDRA L WALQUIST**
Notary Public, State of Ohio
My Commission Expires 02/21/2028

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

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

Street: 4800 Roberts Rd.

City, State, Zip Code: Columbus, OH 43228

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- ③ A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4. Please see the following page.

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

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

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

6/25/24

Date



Authorized Signature and Title

Tyler Wooddell, Chief Business Development Officer

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to <https://www.nj.gov/treasury/contract-compliance/documents/pdf/forms/ea302ins.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FTD. NO. OR SOCIAL SECURITY 314408759	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input checked="" type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 2512
4. COMPANY NAME Kimball Midwest		COMPANY E-MAIL allori.wright@kimballmidwest.com
5. STREET 4800 Roberts Road	CITY Columbus	COUNTY Franklin
	STATE OH	ZIP CODE 43228
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <input type="text" value="0"/>		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <input type="text"/>		
10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE		

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN														
		COL. 1	COL. 2	COL. 3	***** MALE*****						***** FEMALE*****					
		Total	Male	Female	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES
Officials/Managers	8	8	0	0	0	0	1	7	0	0	0	0	0	0	0	
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Sales Workers	16	14	2	0	2	0	0	12	0	0	0	0	0	2	0	
Office & Clerical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	24	22	2	0	2	0	1	19	0	0	0	0	0	2	0	
Total employment from previous report (if any)																
The data below shall NOT be included in the figures for the appropriate categories above.																
Temporary & Part-Time Employees																

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 04/01/2024 To: 04/12/2024		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Allori Wright	SIGNATURE 	TITLE Talent Acquisition Design	DATE MO DAY YEAR 04 12 2024
17. ADDRESS NO. & STREET 4800 Roberts Road	CITY Columbus	COUNTY Franklin	STATE OH
	ZIP CODE 43228	PHONE (AREA CODE, NO., EXTENSION) 614 - 951 - 2122	

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: Patrick J. McCurdy Jr. Home Address: 4800 Roberts Rd. Columbus, OH 43228	Name: David M. McCurdy Home Address: 4800 Roberts Rd. Columbus, OH 43228
Name: Patrick J. McCurdy III Home Address: 4800 Roberts Rd. Columbus, OH 43228	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 26th day of June, 2024.

(Notary Public) Sandra L. Walquist
SANDRA L. WALQUIST
 Notary Public, State of Ohio
 My Commission expires: **My Commission Expires 02/21/2028**

Tyler Wooddell
 (Affiant)
Tyler Wooddell, Chief Business Development Officer
 (Print name & title of affiant)
 (Corporate Seal) Officer

Tyler Wooddell



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

RFP# 24-08 Maintenance, Repair and Operations (MRO) Supplies, Equipment, and

BID SOLICITATION # AND TITLE: Related Products and Services

VENDOR NAME: Midwest Motor Supply Co. Inc, dba Kimball Midwest

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

CHECK THE APPROPRIATE BOX

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

OR

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

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

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

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

Signature Tyler Wooddell

Date 6/25/24

Tyler Wooddell, Chief Business Development Officer
Print Name and Title



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

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

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

(Check the Appropriate Box)



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

OR



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

OR



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

(Attach Additional Sheets If Necessary.)

Tyler Wooddell

Signature of Vendor's Authorized Representative

Tyler Wooddell, Chief Business Development Officer

Print Name and Title of Vendor's Authorized Representative

Midwest Motor Supply Co. Inc., dba Kimball Midwest

Vendor's Name

4800 Roberts Rd

Vendor's Address (Street Address)

Columbus, OH 43228

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

6/25/24

Date

31-4408759

Vendor's FEIN

614-951-2696

Vendor's Phone Number

Vendor's Fax Number

all-governmentgroup@kimballmidwest.com

Vendor's Email Address

i Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024 Version March 19, 2024

DOC #8

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

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

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



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name:	MIDWEST MOTOR SUPPLY COMPANY
Trade Name:	KIMBALL-MIDWEST
Address:	4800 ROBERTS ROAD COLUMBUS, OH 43228-9791
Certificate Number:	0091664
Effective Date:	October 21, 1991
Date of Issuance:	June 18, 2024

For Office Use Only:
20240618150422034

DOC #9

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

See the guidelines at:

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

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

Name: Tyler Wooddell Title: Chief Business Development Officer

Signature:  Date: 6/25/24



DOC #10
MACBRIDE-PRINCIPLES

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

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

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

CHECK THE APPROPRIATE BOX

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

OR

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

CERTIFICATION

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

Signature

Date

Tyler Wooddell, Chief Business Development Officer
Print Name and Title



Per Q&A Question 4. Products/Pricing - Upload on Response Attachments Tab, Kimball Midwest invites you to access our full catalog with pricing for bid evaluation by utilizing the below login information. We strongly encourage you to change the password.

List Price:

Account #: 566TBW

Username: KM List Quote Account Only Password: Region4ESC1!

Contract price:

Account #: 560ZFK

Username: Region4ESC Bid Quote Account Password:
Region4ESC1!



4800 Roberts Road • Columbus, Ohio 43228 • Telephone: (800) 233-1294
kimballmidwest.com

Value Add

Vendor Managed Inventory (VMI)

Unlike the traditional catalog company or branch model, we serve as a Vendor Managed Inventory (VMI) partner at no charge or spend requirement to our customers. It is important to understand the benefits Kimball's (VMI) process brings to Participating Public Agencies. In this model, most of the orders are initiated by Kimball personnel. Kimball's VMI supply chain program includes an upfront assessment at the individual site level to ascertain the optimal shop configuration for managing inventory of small part consumable MRO SKUs. After agreeing to the proposed shop layout, Kimball provides the labor force to reconfigure the shop accordingly, removing, repurposing, and/or replacing storage equipment as needed. A Kimball Service representative then maintains appropriate inventory levels on all SKUs as agreed upon at the local level. This is often thousands of different small dollar (per unit) SKUs that are nonetheless vital to Participating Agencies' operations when performing a maintenance repair.

Part of this VMI solution is the initiation of an order through the creation of a quote. With Kimball personnel initiating most of the orders, the Participating Agencies' maintenance personnel save the time and effort of not only compiling an order, but in searching for items needed to purchase. Quotes are initiated by Kimball representatives using predominately mobile application technology. Once those quotes are approved by Participating Agencies' processes, including a unique PO identifier, then those quotes convert to orders for fulfillment.

A standard part of any Kimball Midwest VMI service is performing an annual inventory analysis and review, along with providing customers usage reports. These reports are mutually valuable as they afford us the opportunity to receive important feedback and learn if there are areas where our services can improve. We can also review spending habits and make standardization and cost savings recommendations where applicable. Reporting content and scheduled frequency can be tailored to the member's operational needs at any time.

Kimball's VMI methodology saves time and money for Participating Agencies, eliminates obsolete inventory, and standardizes product, effectively lowering the Total Cost of Ownership for maintenance supplies.

Related Services Non-Stock

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



Custom Kits

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

Vending Solutions Analysis

Industrial Vending is a popular item in many customers' minds. In some cases it has a real benefit to the customer, while in other applications it does not perform as intended. Kimball represents the SupplyPro line of machines. This product line has proven to be a top performer in the industry. That said, Kimball would recommend a deeper review on a per location / per request basis. At that time, we would engage SupplyPro for their recommendations. From there we could analyze together the desired benefits of a vending solution and put those up against any process or operational concerns the individual locations may have.

New Product Demos

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

Training & Education

Kimball Midwest offers significant value to our customers by providing on-site and/or online training and education programs/seminars at no charge.

Safety Seminars

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

All seminars would be offered at no charge to participants.

Seminar Descriptions

1. [Abrasive Safety Seminar](#): With the wide range of abrasive products available, selecting the right product for the proper application has become increasingly important. Coupled with the need for maximum productivity and worker safety, the use of today's abrasive technologies presents unique



challenges. Kimball Midwest's Abrasives Products Safety Seminar will offer an overview of proper abrasive selection, application, and safety in the workplace.

2. Brass/Hydraulic Safety Seminar: Because it is important to select the right hose and fitting for the job, Kimball Midwest provides a seminar on hydraulic safety. You will learn the material make-up of hoses, its functions, the problems with ordinary systems and the results you can expect with replacement using appropriate parts.
3. Chemical Safety Seminar: With all the safety regulations in effect today, shop supply items such as maintenance chemicals have become a very critical area. Changing technology and product formulations have made keeping up with the latest in maintenance chemicals a challenging task. Kimball Midwest's Chemical Clinic is designed to offer an overview of the different chemical types available, as well as to provide valuable information on the proper usage, disposal, and storage of those chemicals to minimize waste and dangerous environmental conditions.
4. Cutting Tool Safety Seminar: Cutting Tools are used in many applications every day. Most cutting tool failures do not result from poor tool design or manufacturing. Where you find cutting tools, you will find tool failure due to improper applications, lost time and products, wasted materials, and unsafe working conditions. This seminar covers the many considerations that must be addressed when choosing the proper cutting tool.
5. Electrical Safety Seminar: Studies have shown that 60% of unscheduled equipment maintenance is electrical related. The use of dangerous, substandard parts can lead to equipment failure and serious injuries to you and your staff. Let Kimball Midwest show you ways to minimize your risk through sound safety practices.
6. Fastener Safety Seminar: Inexpensive, imported fasteners are flooding the nation by the millions. The use of these dangerous parts can result in liability concerns due to equipment failure, serious personal injury, or even worse, fatalities. Now, Kimball Midwest shows you ways to minimize your liability risks through sound safety management practices.

Other

Obsolescence Agreements

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

Note: availability is dependent upon compatibility with an agency's inventory disposal regulations. 'True Partners' Work Order Management Software

Kimball Midwest's 'True Partners' is a proprietary work order management system which helps shops monitor the cost of small, consumable items used during repairs. This easy to use, cloudbased



system enables customers to easily create work orders and the equipment associated with it. Users can then add items to the order, tracking costs associated with it. Since custom items are easy to create, customers can track all items needed for repair, not just those from Kimball Midwest. This can even include labor rates to capture a fuller view of job/equipment-based repair costs.

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

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

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

Policy

Prices in our proposal include standard ground shipping within the continental U.S. All orders received before 3pm in the customer's time zone will ship same day and are guaranteed to arrive within 3 business days or less after receipt of order. In fact, 90+% of shipments are delivered within 24 hours of leaving our warehouse and 97% are delivered within 48 hours.

Online Ordering

At Kimball, our user-centric approach is extended to our e-commerce platform which is designed to empower customers with complete control over their purchasing process.

Kimball Midwest's online storefront at www.KimballMidwest.com allows customers to browse our full line of products and make purchases. The site has a multi-dimensional navigation structure and a suggestive search box to make finding the correct parts easy and intuitive. Customers are also able to browse by choosing a specific category and drilling down through additional subcategories. The subcategory hierarchy for each item is listed on their product pages as clickable links. This helps users to browse related items without searching from square-one and facilitates narrowing down a lengthy list of products to the specific item they're looking for.

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

- Access invoices and make payments
- View their contract pricing
- Search PO numbers
- Track Packages
- Create and save personal wish lists
- Preview and print SDS and MSDS sheets



- P-Cards are accepted
- Accounts can be designated as “Hold for PO” as a default ordering parameter which will apply to all online orders.

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

Multiple training options are available for users to learn more about using our website. Aside from various literature that highlights features of our site, hands-on training is available with any of our 1,400+ Sales Representatives. Participating Agencies can also contact our e-commerce team by phone for direct support. Group webinars can also be arranged.

You can view our online store at <https://www.kimballmidwest.com/>

Supplies/Balance of Line

Quality and Standards: Kimball Midwest invests 80% of its inventory dollars in products made in the U.S.A. Our Made in the USA products adhere to higher manufacturing standards, resulting in well-made, reliable products that stand the test of time.

Kimball Midwest's proposal is for its entire stock catalog. We carry in excess of 55,000 superior quality MRO parts, hardware and shop supply items and can source over 550,000 noncataloged and/or hard-to-find products. Having one of the industry's broadest product lines provides our customers with single-source availability.

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