

## AMENDMENT NO. 1

This Amendment modifies Contract No. 2306-01303, for Reference Contract for Furniture, Installation and Related Services by and between the County of Cook, Illinois, herein referred to as "County" and Kimball International Brands, Inc., authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

### RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on October 19, 2023, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Reference Contract for Furniture, Installation and Related Services (hereinafter referred to as the "Services") from October 2, 2023 through April 30, 2024, in an amount not to exceed \$2,000,000.00, with one (1) one-year renewal option; and

Whereas, the Contract will expire April 30, 2024, and the agreed upon Services are still required; and

Whereas, pursuant to GC-10-of the Contract, the County and Contractor desire to renew the Contract for twelve (12) months beginning on April 30, 2024 through April 30, 2025; and

Whereas, pursuant to GC-10 of the Contract, the County and Contractor desire to revise GC-12 COUNTY'S REMEDIES and GC-25 TERMINATION FOR CONVENIENCE as provided in the Contract; and

Whereas, pursuant to GC-10 of the Contract, the County and Contractor desire to revise EXHIBIT II – SCHEDULE OF COMPENSATION provided in the Contract.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renewed through April 30, 2025.
2. The Contract is hereby amended to delete GC-12 in its entirety and is replaced as follows:

#### GC-12 COUNTY'S REMEDIES

If the Contractor fails to *take substantial step to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, and thereafter diligently continue to pursue all steps necessary to cure the breach within 30 days after the Notice of breach, the County shall have the right to terminate the Contract.* Default, the County shall have the right to terminate the Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

#### GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately

cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. *Notwithstanding the foregoing, Contractor may complete any pending purchase orders received under this Contract prior to the effective date of the termination in the event Contractor has begun the manufacturing process for any such goods ordered by the County. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.*

3. The Contract is hereby amended to delete Exhibit II in its entirety and replace it with the attached Attachment A.
4. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form (if applicable and updated), MBE/WBE Utilization Plan forms (if applicable and updated), certificate of insurance (if updated), and Economic Disclosures Statement under Attachment B are incorporated and made a part of this Contract.
5. All other terms and conditions remain as stated in the Contract.

In witness whereof and pursuant to the authority of the Chief Procurement Officer, the County and Contractor have caused this Amendment No.1 to be executed on the date and year last written below.

**Signature page follows**

## Signature Page

County of Cook, Illinois

By:  Raffi Sarraian  
Raffi Sarraian, Chief Procurement Officer

Date: \_\_\_\_\_

Kimball International Brands, Inc.

  
Signature

Kourtney Smith

Type or print name

Chief Operating Officer

Title

4/03/2024

Date

State's Attorney (if applicable)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Date

**ATTACHMENT A**

Brand	Category	Description	Current Price Lists	Drop Ship Tier 1 Discount \$0-\$49,999 List Price Per Order	Drop Ship Tier 2 Discount \$50,000 - \$99,999 List Price Per Order	Drop Ship Tier 3 Discount \$100,000 - \$249,999 List Price Per Order	Drop Ship Tier 4 Discount \$250,000+ List Price Per Order
Kimball National Etc. Interwoven David Edward	Freestanding Furniture Seating/Chairs Soft Seating Filing Systems, Storage and Equipment Library Furniture Cafeteria Furniture Audio/Visual Furniture Educational Office Furniture Quick Delivery Products	Desks, Storage, Filing, Training, Side, Meeting Tables, Caseworks, Task, Lounge, Guest, Side Seating, Pods	Kimball Accessory Solutions effective 10.2.23 Kimball Acoustics & Space Dividers effective 10.2.23 Kimball David Edward Collection effective 10.2.23 Kimball Desks & Workstation Solutions effective 10.2.23 Kimball Meeting & Collaboration Solutions effective 10.2.23 Kimball Ready effective 10.2.23 Kimball Seating Solutions effective 10.2.23 National Casegoods 1 effective 10.2.23 National Casegoods 2 effective 10.2.23 National Casegoods Quick Delivery effective 10.2.23 National Seating Quick Delivery effective 10.2.23 National Return to Work effective 10.2.23 National Seating effective 10.2.23 National Tables effective 10.2.23 Etc. effective 10.2.23 Interwoven effective 10.2.23 Pods by National effective 10.2.23	55.0%	55.5%	56.0%	Negotiable
Kimball	Systems Furniture - NARRATE, CETRA, XSITE, FOOTPRINT, WORKABLE, TRAXX/TILES, XSEDE SERIES, ETARRAN SERIES	Panel systems, workstation components, surfaces, storage, support	Kimball Systems Solutions effective 10.2.23 etarran™ PANEL SYSTEM Pricelist effective 10.2.2023	65.0%	65.0%	67.0%	Negotiable
Kimball	Filing Systems, Storage and Equipment	Metal lateral & storage files	Kimball Systems Solutions effective 10.2.23	55.0%	55.5%	56.0%	Negotiable

Services	Hourly Rate Range - Non Union Rates
Inside Delivery	Quoted on a per order basis
Basic Installation - Normal Hours	\$60.00 - \$95.00
Basic Installation - After Hours	\$100.00-\$150.00
Reconfiguration Services	Quoted on a per order basis / Locally Negotiated
Design	\$65.00 - \$75.00
Project Management	\$72.00 - \$125.00

**ATTACHMENT B**



## OFFICE OF CONTRACT COMPLIANCE

**Nicole Mandeville**

## DIRECTOR

161 N. Clark Street, Suite 2300 • Chicago, Illinois 60601 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**TARA STAMPS  
1st DistrictDENNIS DEER  
2nd DistrictBILL LOWRY  
3rd DistrictSTANLEY MOORE  
4th DistrictMONICA GORDON  
5th DistrictDONNA MILLER  
6th DistrictALMA E. ANAYA  
7th DistrictANTHONY J. QUEZADA  
8th DistrictMAGGIE TREVOR  
9th DistrictBRIDGET GAINER  
10th DistrictJOHN P. DALEY  
11th DistrictBRIDGET DEGNEN  
12th DistrictJOSINA MORITA  
13th DistrictSCOTT R. BRITTON  
14th DistrictKEVIN B. MORRISON  
15th DistrictFRANK J. AGUILAR  
16th DistrictSEAN M. MORRISON  
17th District

April 3, 2024

Mr. Raffi Sarrafian  
Chief Procurement Officer  
161 N. Clark Street Suite 2300  
Chicago, IL 60601

Re: Contract No. 2306-01303 Amendment No. 1  
Furniture Installation and Related Products and Services  
Capital Planning

Dear Mr. Sarrafian,

The Office of Contract Compliance is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

Contractor: Kimball International Brands, Inc.

Original Contract Value: \$2,000,000

Original Contract Term: October 2, 2023 – April 30, 2024

Extend Term: Extend by 1 year and revise contract language. O change to contract value (Amendment No. 1)

Revised Contract Term: October 2, 2023 – April 30, 2025

Reference Contract - Goods and Services

Contract Goal: 25% MBE, 10% WBE

**Original Contract Utilization Plan (Based on \$2,000,000 Contract Value)**

MBE/WBE	Status	Certifying Agency	Commitment (Direct)
Space Continuum, LLC	MBE-AA M	City of Chicago	25%
	<b>Total</b>		25%

**Amendment 1 Utilization Plan (Based on \$2,000,000 Contract Value)**

MBE/WBE	Status	Certifying Agency	Commitment (Direct)
Space Continuum, LLC	MBE-AA M	City of Chicago	25%
	<b>Total</b>		25%

A full 10% WBE waiver was granted at the time contract was awarded however not waiver is needed for this amendment due to only change in the contract term is being made. No changes in the contract value were made at this time.

Amendment 1 extends the contract for one year from April 30, 2024, through April 30, 2025, and changes contract language for sections GC-12 and GC-25 with no change to the contract value.

Original MBE/WBE forms were used in the determination of the responsive of this contract.

Sincerely,



Jeanetta Cardine  
Contract Compliance Deputy Director

JC/db

CC      Kimberlei Aaron (OCPO)  
          Tamas kutas (Capital Planning)



*our family of brands*

[Kimball](#) | [National](#) | [Etc.](#) | [Interwoven](#) | [David Edward](#)

4/3/2024

Cook County Government  
Office of Compliance  
69 W. Washington St.  
Chicago, IL 60602

Re: MBE Plan – Cook County Contract No. 2306-01303

In support of this contract, we previously submitted a MBE Utilization plan to the County's Office of Compliance. On July 26, 2023, we received a letter from the office approving the following goal. Our plan has not changed since that time.

<b>MBE/WBE</b>	<b>Status</b>	<b>Certifying Agency</b>	<b>Commitment (Direct)</b>
Space Continuum, LLC	MBE (Afr. Am.)	City of Chicago	25%

Respectfully,

A handwritten signature in black ink that reads "Angie Troutt".  
Angie Troutt  
Contracts Manager  
Kimball International Brands, Inc.



**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<input type="checkbox"/>	<b>OCPO ONLY:</b>
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2306-01303	Date: 8/1/2023
Total Bid or Proposal Amount: Not to exceed \$2,000,000	Contract Title: FURNITURE CONTRACT NO. 2306-01303
Contractor: Kimball International Brands, Inc.	Subcontractor/Supplier/ Subconsultant to be Space Continuum, LLC. added or substitute:
Authorized Contact for Contractor: Angie Troutt	Authorized Contact for Subcontractor/Supplier/ John Johnson Subconsultant:
Email Address (Contractor): angie.troutt@kimballinternational.com	Email Address (Subcontractor): jgjohnson@spacecontinuumllc.com
Company Address (Contractor): 1600 Royal Street	Company Address (Subcontractor): 2150 S. Canalport Avenue
City, State and Zip (Contractor): Jasper, IN 47546	City, State and Zip (Subcontractor): Chicago, IL 60608
Telephone and Fax (Contractor): 800-482-1213	Telephone and Fax (Subcontractor): 312-888-3163
Estimated Start and Completion Dates (Contractor): 9/1/2023-5/31/2024	Estimated Start and Completion Dates (Subcontractor): 9/1/2023-5/31/2024

**Note:** Upon request, a copy of all written subcontract agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
FURNITURE, INSTALLATION AND RELATED SERVICES	unknown

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Kimball International Brands, Inc.

Contractor

Kourtney Smith

Name

Chief Operating Officer, KII

Title

Prime Contractor Signature

8/3/2023

Date

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<input type="checkbox"/>	<b>OCPO ONLY:</b>
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2306-01303	Date: 8/1/2023
Total Bid or Proposal Amount: Not to exceed \$2,000,000	Contract Title: FURNITURE CONTRACT NO. 2306-01303
Contractor: Kimball International Brands, Inc.	Subcontractor/Supplier/ Subconsultant to be Space Continuum, LLC. added or substitute:
Authorized Contact for Contractor: Angie Troutt	Authorized Contact for Subcontractor/Supplier/ John Johnson Subconsultant:
Email Address (Contractor): angie.troutt@kimballinternational.com	Email Address (Subcontractor): jgjohnson@spacecontinuumllc.com
Company Address (Contractor): 1600 Royal Street	Company Address (Subcontractor): 2150 S. Canalport Avenue
City, State and Zip (Contractor): Jasper, IN 47546	City, State and Zip (Subcontractor): Chicago, IL 60608
Telephone and Fax (Contractor): 800-482-1213	Telephone and Fax (Subcontractor): 312-886-23160-4059
Estimated Start and Completion Dates (Contractor): 9/1/2023-5/31/2024	Estimated Start and Completion Dates (Subcontractor): 9/1/2023-5/31/2024

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<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
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The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Kimball International Brands, Inc.

Contractor

Kourtney Smith

Name

Chief Operating Officer, KII

Title

*Kourtney Smith*

Prime Contractor Signature

8/3/2023

Date



**Cook County**  
**Office of the Chief Procurement Officer**

**Economic Disclosure Statement Recertification Affidavit**

Applicant/Holder Name: Kimball International Brands, Inc. Contract #: 2306-01303

Address: 1600 Royal Street City: Jasper

County: Dubois State: IN Zip: 47546

Phone: 800-482-1213 Email: [kiigov@kimballinternational.com](mailto:kiigov@kimballinternational.com)

**Instructions**

If the Applicant is a corporation, the President must execute this affidavit. If executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, satisfactory to the County that permits the person to execute this affidavit for the corporation.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute this affidavit, unless one partner or joint venturer has been authorized to sign.

If the Applicant is a member-managed LLC all members must execute this affidavit, unless otherwise provided in the operating agreement, resolution or other corporate documents.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute this affidavit.

This recertification is being submitted in connection with

Contract Name: Contract No. 2306-01303 for Furniture, Installation and Related Services

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Economic Disclosure Statement ("EDS") recertification on behalf of the Applicant/Holder, (2) warrants that all certifications and statements contained in the Applicant/Holder's last submitted EDS dated 08/03/2023 are true, accurate and complete as of the date furnished to the County and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Recertification of:

- Certifications (SECTION 2), if applicable, as updated on:
- Economic and Other Disclosures (SECTION 3), if applicable, as updated on:
- Cook County Child Support Affidavit (Please submit any additional Child Support Obligations as an attachment to this form), if applicable, as updated on: 04/03/2024
- Cook County Disclosure of Ownership Interest Statement, if applicable, as updated on:
- Cook County Board of Ethics Familial Relationship Disclosure Form, if applicable, as updated on:
- Cook County Affidavit for Wage Theft Ordinance (SECTION 4), if applicable, as updated on:

If your recertification of any of the above is related to information contained in an updated form submitted after the last submitted full EDS, please indicate the date such information was updated.

IMPORTANT: If you are unable to re-certify any section(s) of your previous EDS, please submit a truthful, fully updated version of that section(s) of the EDS including separate signatures where required.

By: Kimball International Brands, Inc.

Date: 04/03/2024

(Print or type legal name of Applicant/Holder)

Kourtney Smith  
President or authorized signatory (Signature)

Print or type name of President or authorized signatory:

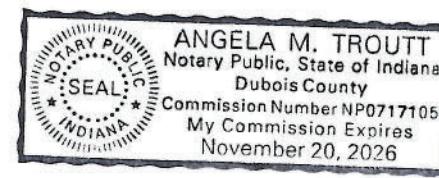
Kourtney Smith

Title of signatory:

Chief Operating Officer

Subscribed and sworn to before me on this 30 day of April, 2024

Notary Public Signature: Angela M. Troutt Seal:



**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

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3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
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**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby* or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person or Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyl.gov/ethics-board-of](http://cookcountyl.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture; in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

## SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

## A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act, Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act, 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

## B. BID-RIGGING OR BID ROTATING

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

## C. DRUG FREE WORKPLACE ACT

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160);**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

## SECTION 3

REQUIRED DISCLOSURES

## 1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name \_\_\_\_\_ Address \_\_\_\_\_  
NONE \_\_\_\_\_

## 2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes:  No:

b) If yes, list business addresses within Cook County:

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c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes:  No:

## 3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

NA

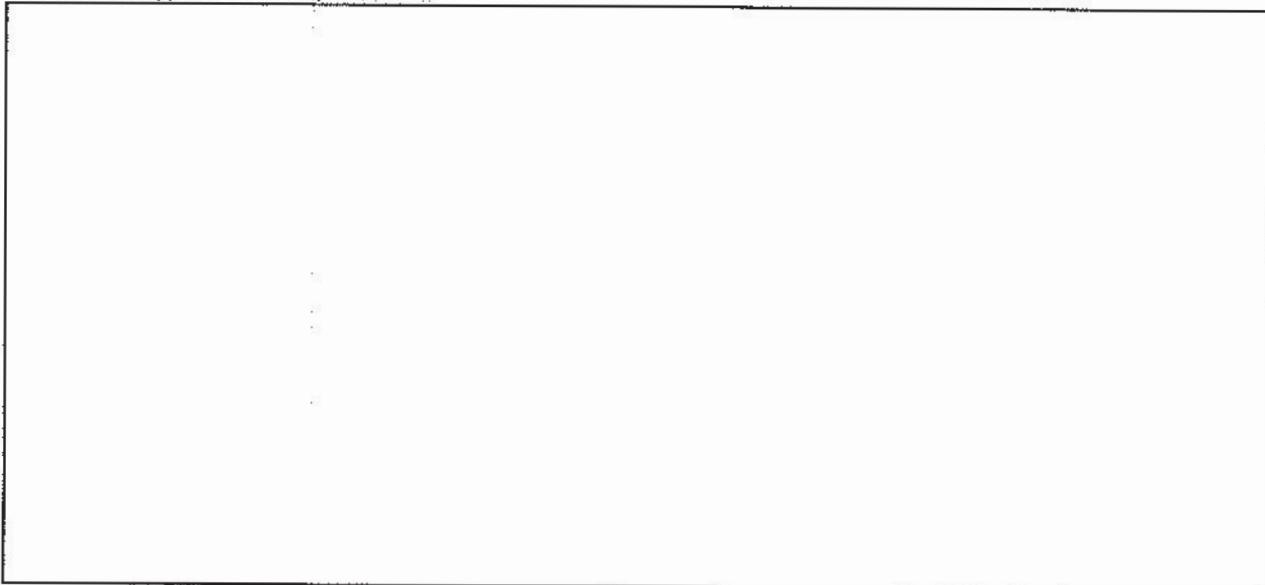
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b)  The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:



If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

**"Applicant"** means any Entity or person making an application to the County for any County Action.

**"County Action"** means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

**"Person" "Entity" or "Legal Entity"** means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Kimball International Brands, Inc.

D/B/A: \_\_\_\_\_ FEIN # Only: 35-1688210

Street Address: 1600 Royal Street

City: Jasper State: IN Zip Code: 47546

Phone No.: 800-482-1213 Fax Number: 866-418-8516 Email: kiigov@kimballinternational.com

Cook County Business Registration Number: Not applicable  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Kimball Furniture Group, LLC	1600 Royal Street Jasper IN 47546	100% (legal interest)
Kimball International, Inc.	1600 Royal Street Jasper IN 47546	100% (beneficial interest)
HNI Corporation	600 E Second Street Muscatine, IA 52761	100% (beneficial interest)

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
NONE		

3. Is the Applicant constructively controlled by another person or Legal Entity? [  ] Yes [  ] No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
HNI Corporation	600 E Second Street Muscatine, IA 52761	100%	Parent

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See attached document of Kimball International Brands Inc. Officers with Titles			

**Declaration (check the applicable box):**

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Kourtney Smith

Name of Authorized Applicant/Holder Representative (please print or type)

Kourtney Smith

Signature

kiigov@kimballinternational.com

E-mail address

Chief Operating Officer, KII

Title

8/3/2023

Date

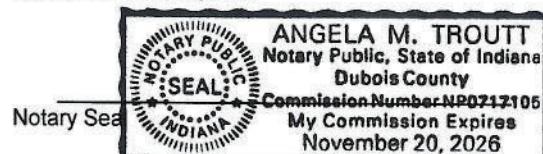
800-482-1213

Phone Number

Subscribed to and sworn before me  
this 3rd day of August, 2023Angela M. Troutt

Notary Public Signature

My commission expires:



Notary Seal

**Secretary's Certificate  
of Kimball International Brands, Inc.**

The undersigned, Steven M. Bradford, hereby certifies that he is the duly elected and acting Secretary of Kimball International Brands, Inc., an Indiana Corporation (the "Company"), and, and Senior Vice President, General Counsel and Secretary of its ultimate parent entity, HNI Corporation, as such, he is duly authorized to execute and deliver this Secretary's Certificate on behalf of the Company. He hereby further certifies on behalf of the Company that:

1. The following is a true and accurate excerpt from the Bylaws of the Company (emphasis added):

**ARTICLE XII: AUTHORIZED SIGNATURES**

Section 2 - Contracts and Documents: The Chairman of the Board, the Vice Chairman of the Board, the Chief Executive Officer or the President may, in the corporation's name, sign all deeds, leases, contracts or similar documents that may be authorized by the Board of Directors unless otherwise directed by the Board of Directors or otherwise provided herein or in the Articles of Incorporation or as otherwise required by law. The Chairman of the Board, the Chief Executive Officer or the President is authorized and empowered to designate in writing both officer and non-officer employees of the corporation who shall be empowered to sign contracts or other documents for and on behalf of the corporation, and any such written designation shall have the same force and binding legal effect on the corporation as a resolution of the Board of Directors so empowering such officer or non-officer employees. Any such written designation may be revoked at any time by the Chairman of the Board, the Chief Executive Officer or the President, and, in their absence or unavailability, any member of the Executive Committee of the Board of Directors may revoke such written designation.

2. The President of the Company, Jeffrey D. Lorenger, has delegated signing authority on behalf of the Company for contracts and other documents to the following named individuals holding the positions in the Company noted below, subject to any financial authority limitations that will be communicated to them from time-to-time:

- Kourtney Smith, Chief Operating Officer
- Michael Roch, Chief Customer Officer
- Gregory Meunier, EVP, Global Operations
- Marshall H. Bridges, VP
- Steven M. Bradford, Secretary
- Shellie Kyle, Assistant Secretary
- Jack D. Herring, Treasurer
- Candace L. Terrill, Assistant Treasurer

**IN WITNESS WHEREOF**, the undersigned has executed this Secretary's Certificate on behalf of the Company this 18th day of July 2023.

**Kimball International Brands, Inc.**

By   
Name: Steven M. Bradford  
Title: Secretary

# ● Kimball International Brands, Inc.

*our family of brands*

[Kimball](#) | [National](#) | [Etc.](#) | [Interwoven](#) | [Poppin](#)

June 21, 2023

## **Office & Area of Responsibility** **KIMBALL INTERNATIONAL BRANDS, INC**

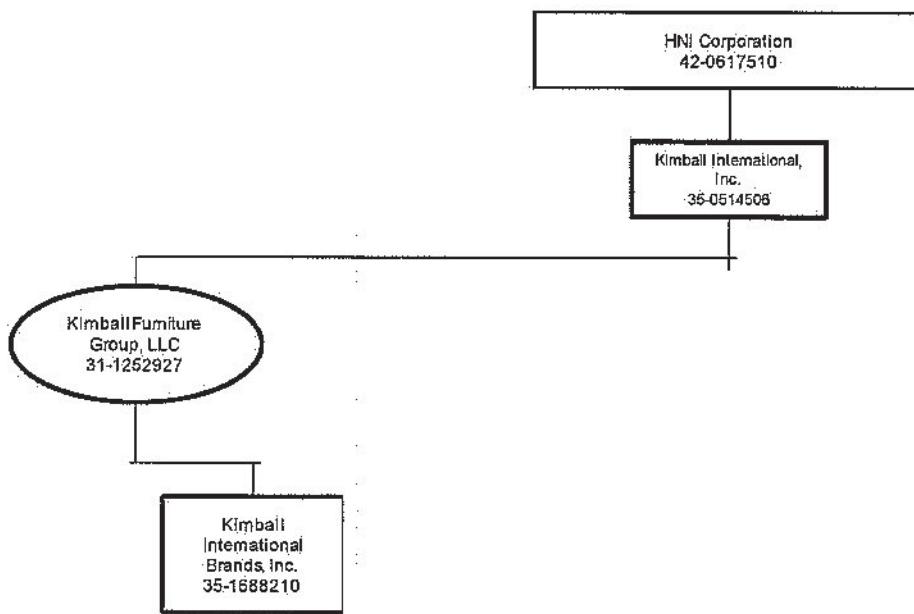
Kourtney L. Smith  
Michael J. Roch  
Greg A. Meunier

Chief Operating Officer  
Chief Customer Officer  
Executive VP Global Operations

### **Officers:**

Jeffrey D. Lorenger	President
Marshall H. Bridges	Vice President
Steven M. Bradford	Secretary
Shellie Kyle	Assistant Secretary
Jack D. Herring	Treasurer
Candace L. Terrill	Assistant Treasurer

## HNI Corporation Legal Entities



Effective Date: June 1, 2023 (Data based on information provided to us, please advise of any and all changes as needed.)



## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"*County Action*" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"*Person*" "*Entity*" or "*Legal Entity*" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name HNI Corporation

D/B/A: \_\_\_\_\_ FEIN # Only: 42-0617510

Street Address: 600 E. 2nd Street

City: Muscatine State: IA Zip Code: 52761

Phone No.: 563-272-7400 Fax Number: \_\_\_\_\_ Email: hnigovcontracts@hnicorp.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
State Farm Insurance Companies, One State Farm Plaza, Bloomington, IL 61710 - 13.61%		
The Vanguard Group, Inc., 100 Vanguard Boulevard, Malvern, PA 19355 - 11.36%		
BlackRock, Inc., 55 East 52nd Street, New York, NY 10055 - 16.2%		
Northern Trust Corporation, 50 South LaSalle Street, Chicago, IL 60603 - 5.2%		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [  ] Yes [  ] No N/A  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See attached.			

**Declaration (check the applicable box):**

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Steven M. Bradford

Name of Authorized Applicant/Holder Representative (please print or type)



Signature

hnigovcontracts@hnicorp.com

E-mail address

SVP, General Counsel &amp; Secretary

Title

12-19-2023

Date

563-272-7400

Phone Number

My commission expires: DENA BATES  
Commission Number 849423  
My Commission Expires  
July 13, 2026



Notary Seal

Subscribed to and sworn before me  
this 19<sup>th</sup> day of December 2023 12/19/23

x Dena Bates  
Notary Public Signature

## **HNI Corporation Officers**

Larry B. Porcellato	Lead Director
Jeffrey D. Lorenger	Chairman, President & Chief Executive Officer
Vincent P. Berger	Executive Vice President, HNI; President, Hearth & Home Technologies
Julie M. Abramowski	Vice President, Corporate Controller
Steven M. Bradford	Senior Vice President, General Counsel & Secretary
Marshall H. Bridges	Senior Vice President & Chief Financial Officer
Cooper Evans	Vice President, Internal Audit
Jack D. Herring	Vice President, Corporate Finance & Treasurer
Donna D. Meade	Vice President, Member Relations
Matt McCall	Vice President, Investor Relations & Corporate Development
Kris Rao	Vice President and Chief Information & Digital Officer



**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

#### **Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

#### **Additional Definitions:**

*“Familial relationship”* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- Parent
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew

- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law

- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Halfbrother
- Halfsister

**COOK COUNTY BOARD OF ETHICS**  
**FAMILIAL RELATIONSHIP DISCLOSURE FORM**

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**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: Kimball International Brands, Inc.

Address of Person Doing Business with the County: 1600 Royal Street Jasper, IN 47546

Phone number of Person Doing Business with the County: 800-482-1213

Email address of Person Doing Business with the County: kiigov@kimballinternational.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:  
Kourtney Smith, Chief Operating Officer

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**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2306-01303

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The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 2,000,000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Hermine Wise, Contract Negotiator, Hermine.Wise@cookcountyil.gov

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The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Tamas Kutas, Assistant Director, Capital Policy and Planning Tamas.Kutas@cookcountyil.gov

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**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- The Person Doing Business with the County is **an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is **a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS**  
**FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

**NA**


*If more space is needed, attach an additional sheet following the above format.*

The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

**NA**

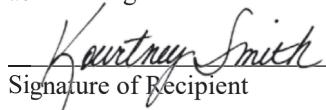

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

**NA**


Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
NA			

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

  
\_\_\_\_\_  
Signature of Recipient

8/4/2023  
\_\_\_\_\_  
Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyl.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

## SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, *including Substantial Owners*, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship. Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

## I. Contract Information:

Contract Number: 2306-01303

County Using Agency (requesting Procurement): Cook County Dept of Capital Planning and Policy

## II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Kimball International Brands, Inc.

Substantial Owner Complete Name: \_\_\_\_\_

35-1688210

FEIN# \_\_\_\_\_

Date of Birth: \_\_\_\_\_ E-mail address: kiigov@kimballinternational.com

Street Address: 1600 Royal Street

City: Jasper State: IN Zip: 47546

Home Phone: \_\_\_\_\_

## III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability; or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	<i>Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO</i>
No	<i>Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO</i>
No	<i>Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO</i>
No	<i>Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO</i>
No	<i>Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO</i>
No	<i>Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO</i>

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

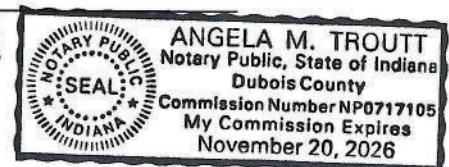
Signature:

*Kourtney Smith*Date: 08/03/2023Name of Person signing (Print): Kourtney SmithTitle: Chief Operating OfficerSubscribed and sworn to before me this 3rd day of August, 2023X

Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



## SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

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## I. Contract Information:

Contract Number: 2306-01303

County Using Agency (requesting Procurement): Cook County Dept of Capital Planning and Policy

## II. Person/Substantial Owner Information:

Person (Corporate Entity Name):

Substantial Owner Complete Name: HNI Corporation

FEIN# 42-0617510

Date of Birth:

E-mail address: hnigovcontracts@hnicorp.com

Street Address: 600 E. 2nd Street

City: Muscatine

State: IA Zip: 52761

Home Phone: ██████████

## III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	<i>Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO</i>
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No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

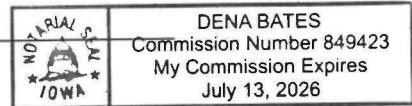
**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Steve BradfordDate: 12-19-2023Name of Person signing (Print): Steven M. Bradford Title: SVP, General Counsel & SecretarySubscribed and sworn to before me this 19<sup>th</sup> day of December, 2023X Dena Bates  
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



## SECTION 5

## CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

## Execution by Corporation

Kimball International Brands, Inc.

Kourtney Smith

*Kourtney Smith*

, Chief Operating Officer

Corporation's Name

800-482-1213

Telephone

*Shawn Brown*

Secretary/Signature

Printed Name and Signature

kiigov@kimballinternational.com

Email

8/31/2023

Date

## Execution by LLC

LLC Name

\*Member/Manager Printed Name and Signature

Date

Telephone and Email

## Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

\*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

## Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this  
31st day of August 2023.

*Angela M. Troutt*

Notary Public Signature

My commission expires:



Notary Seal

\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**SECTION 6**  
**COOK COUNTY SIGNATURE PAGE**

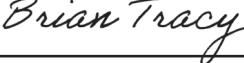
ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

**Raffi Sarrafian**   
Digitally signed by Raffi  
Sarrafian  
Date: 2024.01.05 11:15:59  
-06'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:



Assistant State's Attorney  
(Required on contracts over \$1,000,000)

10/25/2023

Date

**CONTRACT TERM & AMOUNT**

2306-01303

Contract #

October 2, 2023 to April 30, 2024

One (1) one-year renewal option

Original Contract Term

Renewal Options (If Applicable)

\$2,000,000.00

Contract Amount

October 19, 2023

Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

**OCT 19 2023**

**COM**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2024

2/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:		
		PHONE (A/C, No. Ext):	FAX (A/C, No.):	
INSURED 1062840	KIMBALL INTERNATIONAL, INC. 600 E. 2ND STREET MUSCATINE IA 52761	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Arch Insurance Company		11150
		INSURER B: Arch Indemnity Insurance Company		30830
		INSURER C: Everest National Insurance Company		10120
		INSURER D: Travelers Casualty and Surety Co of America		31194
		INSURER E:		
INSURER F:				

## COVERAGE

CERTIFICATE NUMBER: 20324444

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  \$250,000 DED  PROD/COMPOPS \$2M SIR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY <input checked="" type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC  OTHER: CONTRACTUAL LIAB.	N N	41GPP1010205 (PREMISES) 41GPP1010305 (PRODUCTS)	7/1/2023 7/1/2023	7/1/2024 7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ 1,000,000 \$ 1,000,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000 \$ 4,000,000 \$
A A	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY Hired AUTOS ONLY  \$500,000 DED	N N	41CAB1010505 41CAB1010605	7/1/2023 7/1/2023	7/1/2024 7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 2,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
A C	UMBRELLA LIAB  EXCESS LIAB  DED RETENTION \$	N N	41UFP1055005 (\$5M) XC8CU00030-231 (\$10M)	7/1/2023 7/1/2023	7/1/2024 7/1/2024	EACH OCCURRENCE AGGREGATE \$ 15,000,000 \$ 15,000,000 \$ XXXXXXXX
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	41WCI1009905 (PA & FL) 44WCI1010005 (AOS)	7/1/2023 7/1/2023	7/1/2024 7/1/2024	X PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT OTH- ER \$ 1,000,000 \$ 1,000,000 \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CONTRACT NO. 2306-01303 COOK COUNTY, ITS OFFICIALS, EMPLOYEES, AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED SUBJECT TO POLICY TERMS AND CONDITIONS. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO POLICY TERMS AND CONDITIONS.

## CERTIFICATE HOLDER

## CANCELLATION

20324444

COOK COUNTY GOVERNMENT  
69 W WASHINGTON ST. SUITE 3000  
CHICAGO IL 60602-4053

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Jay M. Agnello*

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