

Region 4 Education Service Center (ESC)

Contract # R191804

for

Furniture, Installation and Related Services

with

The HON Company LLC

Effective: May 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and the HON Company LLC effective May 1, 2020:

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

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of April 28, 2020 by and between the HON Company LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Furniture, Installation, and Related Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP #19-18 for Furniture, Installation, and Related Services ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

- 1) Term of agreement. The 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 to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

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

11) TERMINATION OF CONTRACT

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

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

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

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

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

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 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 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.

- 34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

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 The HON Company LLC

Address 200 Oak Street

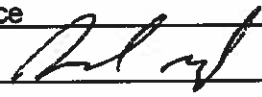
City/State/Zip Muscatine, IA 52761

Telephone No. (800) 466-8694

Email Address HNIGovContracts@hnicorp.com

Printed Name David Bizak

Title Vice President, Finance

Authorized signature 

Accepted by Region 4 ESC:

Contract No. R191804

Initial Contract Term May 1, 2020 to April 30, 2023


Region 4 ESC Authorized Board Member

Margaret S. Bass

Print Name

4/28/2020

Date



Region 4 ESC Authorized Board Member

Carmen T. Moreno

Print Name

4/28/2020

Date





The HON Company

Solicitation Number 19-18

Request for Proposal (RFP)

by

Region 4 Education Service Center ("ESC")

for

Furniture and Installation



Headquarters
200 Oak Street
Muscatine, IA 52761
800.553.8230

December 09, 2019

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

RE: RFP for Furniture and Installation; Solicitation Number 19-18

Dear Region 4 Education Service Center:

Enclosed, please find The HON Company's proposal to perform the covered services under the terms of the Furniture and Installation Solicitation Number 19-18.

Over the past 10 years, The HON Company has strategically positioned the OMNIA Partners contract as our leading nationwide public sector cooperative agreement. The HON Company products and services have been an excellent solution for governmental and public entities looking for greater efficiency and economy in procuring furniture. Upon award, The HON Company will continue to promote our exceptional value and the value of the Region 4 ESC/OMNIA Partners Cooperative. We believe that our proposal provides a comprehensive response for the requirements stated in this RFP.

We are confident we have and will continue to support the OMNIA Partners contract as our leading nationwide cooperative agreement. Our executive sales leadership team, including the VP and GM of Sales and Service and Director of Public Sector Sales, will continue to position this contract within our internal sales teams and our authorized dealer partners as the primary tool within our public sector strategy. The success of our leadership team to drive this message forward is evidenced by our strong year over year sales growth under the Region 4 contract.

The HON Company is not merely offering great product solutions but will continue to work diligently towards building a lasting partnership between our organizations. With this proposal, our desire is to demonstrate continued dedication towards Region 4, OMNIA Partners, and our shared customers.

Sincerely,

A handwritten signature in dark ink, appearing to read "David Bizak".

David Bizak
Vice President of Finance
The HON Company

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Tab 1 - Draft Contract & Signature Form

APPENDIX A

DRAFT CONTRACT

*This Contract ("Contract") is made as of _____, 2020 by and between _____

("Contractor") and Region 4 Education Service Center

("Region 4 ESC") for the purchase of _____ ("the
products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____for_____(“RFP”), to which Contractor provided a response (“Proposal”); and

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- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.
- Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC

reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

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

term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the ~~Contractor~~ **party in control of the location** against loss and damage **unless otherwise agreed to by Contractor and Region 4 ESC.** ~~Contractor~~ **The insuring party** 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 delivery into Region 4 ESC control 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 **Region 4 ESC's acceptance of non-defective, undamaged, product at the time of delivery 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.
- 34) Tariff Surcharges: Contractor has the option to charge a surcharge, as an additional line item, if approved by the purchasing agency. All surcharges must be based on a percentage of total order and must be approved by Region 4 prior to use.

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 The HON Company LLC

Address 200 Oak Street

City/State/Zip Muscatine, IA 52761

Telephone No. (800) 466-8694

Email Address HNIGovContracts@hnicorp.com

Printed Name David Bizak

Title Vice President, Finance

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

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:

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A, Section 14 Delivery, P.4	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.	Conforming product shall be shipped within the timeframe mutually agreed to by the Vendor and the Purchasing Agency 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.	acceptable
Appendix A, Section 28 Stored Materials, P.6	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.	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 party in	acceptable

	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.	control of the location against loss and damage, unless otherwise agreed to by Contractor and Region 4 ESC. Contractor The insuring party 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 delivery into Region 4 ESC control 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 Region 4 ESC's acceptance of non-defective, undamaged, product at time of delivery final acceptance.	
Exhibit A, Section 2.2 Pricing Commitment, P.20	Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	Supplier commits the not to exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. Supplier commits that price shall be equivalent to other cooperative state and local contracts held by the Supplier, buying the same product mix, for the same geographical areas, under the same terms and conditions.	acceptable
Exhibit B, Section 14 Administrative Fee Payment, P.28	Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via	Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector within 30 days of calendar month end, at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D.	OMNIA Partners and HON will discuss

	Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.	Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.	
Exhibit F, Federal Funds Certifications, Overview P.37	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.	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, when federal funds are utilized on a project. It is the responsibility of the authorized Purchasing Agency to notify the Vendor if federal funds will be utilized to procure items under this contract and/or purchase order prior to Vendor's acceptance of the order.	noted
Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, P.40	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.	To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that when requested prior to offeror's acceptance of an order, offeror will certify its individual products comply to 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.	noted

	Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.		
Exhibit F, Federal Funds Certifications, Certification of Applicability to Subcontractors, P.40	Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.	Offeror agrees that all dealer subcontracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.	noted
Amendment 1, Appendix C, Doc #5 – Special Conditions, Federal Requirements, P.9	Federal Requirements If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.	Federal Requirements If products and services are issued in response to an emergency or disaster recovery the items below, located in this Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be is utilized, and Contractor is notified prior to order placement.	noted
Amendment 1, Appendix C, Doc #5 – Special Conditions, 2. Equal Employment Opportunity Item 8, P.10	The contractor will include 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	The contractor will include the provisions of paragraphs (1) through (8) in every dealer 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 dealer subcontractor or vendor . The contractor will take such action with respect to any dealer subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a dealer subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	noted
Amendment 1, Appendix C, Doc #5 – Special Conditions, 3. “During the performance of	The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every	The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every dealer subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued	noted

this contract, the contractor agrees as follows: Item 7, P.12	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."	pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each dealer subcontractor or vendor. The contractor will take such action with respect to any dealer 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 dealer 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."	
Amendment 1, Appendix C, Doc #5 – Special Conditions, Sign-Off, P.23	Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation, as applicable.	Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation-, as applicable.	noted

Tab 2 - Product/Pricing



Tier	Total Order at List	Systems & Pedestals	Vertical & Lateral Files, Storage	Tables, Desking, Caseworks	HON Branded Seating	HON 5 Year Warranty	Education	Sooth High-Back Patient Chair
1	\$0 - \$25,000	64.70%	55.40%	53.30%	53.30%	55.30%	53.30%	51.30%
2	\$25,001 - \$75,000	65.70%	56.40%	55.00%	55.00%	56.40%	55.00%	52.30%
3	\$75,001 - \$150,000	67.90%	63.70%	59.60%	59.60%	58.50%	56.50%	54.50%
4	\$150,000 & Above	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
		Product Series	Product Series	Product Series	Product Series	Product Series	Product Series	Product Series
		Abode Systems	210 Vertical Files	10500 Series Laminate Desking	Accommodate	400 Series	SmartLink	Soothe
		Abound Systems	310 Vertical Files	10700 Series Laminate Desking	Adjustable Task/Lab Stools	Assemble		
		Accelerate Systems	510 Vertical Files	34000 Series Desking	Boda	Charge		
		Brigade Pedestals	Brigade Laterals	38000 Series Desking	Cambia (2150/2160)	Circulate		
		Empower	Brigade Shelf File & Overfiles	66000 Series (StationMaster)	Ceres	Client		
		Flagship Pedestals	Brigade Steel Bookcase	94000 Series Laminate Desking	ComforTask (5900)	Contemporary Laminate Occasional Tables		
		Systems Accessories	Brigade Storage Cabinets	Arrange	Endorse	Coordinate Height Adjustable Bases		
			Contain	Between	Flock	Corral		
			Flagship File Centers	Build Tables	Grove	Crio		
			Flagship Laterals	Concinnity	GuestStacker (4030)	Desktop Riser HBXRISER		
			Flagship Storage & Bookcases	Flock	High Density Olson Stacker (4040)	Entire		
			FlameSafe Fire-Resistant Files	Height Adjustable	Ignition	Exposure		
			Fuse	Hospitality	Ignition 2.0	HBTMS		
			H320 Vertical Files	Huddle	Invitation (2210)	HVL102		
			Storage Accessories	Laminate Occasional Tables	Lota (2280)	HVL103, HVL105, & HVL108		
				Mentor Desking	Motivate	HVL131		
				Metro Desking	Nucleus	HVL151		
				Motivate	Pagoda (4070)	HVL161		
				Preside	Park Avenue	HVL171		
				Desking & Table Accessories	Perpetual	HVL220		
				Utility Tables	Pillow-Soft (2090/2190)	HVL402		
				Valido Laminate Desking	Purpose	HVL521 & HVL525		
				Voi Laminate & Veneer Desking	Quotient	HVL601		
					Riley	HVL653		
					Seating Accessories	HVL712		
					Skip	Instigate		
					Solutions Seating (4000)	Manage		
					Solve	Mobile Peds		
					Soothe	Modular Lounge		
					Versant	Network		
					Volt (5700/5710)	Perch		
						Prominent		
						Scatter		
						Tilt		
						TopFlight		
						Torch		
						Validate		
						ValueTask		
						Verse		
						Wave		
						Workplace Tools - Wobble Board, Footrest, Anti-Fatigue Mat, Chair Mats & HVL995 Arms		



Service	Charge
Basic Installation*	Basic Installation/Reconfiguration will be a minimum of \$60 per hour with a not to exceed maximum charge of \$85 per hour. Standard Business Hours (8:00 am - 5:00 pm), Monday – Friday, dock door access and site free and clear for installation
Expanded Installation**	Expanded Installation/Reconfiguration will be a minimum of \$100 per hour with a not to exceed maximum charge of \$350 per hour. Non-Standard Business Hours Monday – Friday, weekends and holidays. Expanded installation also includes, but is not limited to, sites 60 miles over main dealer warehouse, prevailing wage, union labor and major metropolitan areas.
Minimum Installation	Minimum of \$200 per order may apply
Design	Design Services will be a minimum of \$85 per hour with a not to exceed maximum charge of \$125 per hour.
Project Management	Project Management will be a minimum of \$80 per hour with a not to exceed maximum charge of \$200 per hour.
Storage	Not to Exceed \$5/sq ft/month after 30 days

This page has been redacted per the Public Information Act due to Proprietary information.

Price Lists

Per the RFP instructions, 2 jump drives have been included with our response containing the following:

- January 2020 HON Full Line Pricer
- January 2020 HON Seating Pricer

The price lists will be used to apply the discounts provided in our proposed discount matrix.

HON



ORDER TO DELIVERY

Better Experience. Better Profits.



HON Standard Services

HON offers a wide array of services between order entry and delivery. And the best part is that many of these services are standard for The HON Company regardless of your order size. We do, however, recognize that larger, more complex project orders require additional services like project management and sequenced deliveries. Making smart decisions about delivering smaller orders can provide better customer experience and increased profitability.

Order Type				
	PREMIER PROJECT	PROJECT	STANDARD	SMALL
List Price	\$350,000+	Full Truckload or More	Less than Full Truckload	<\$15,000 + Dropship
ORDER MANAGEMENT				
Online pricing validation and lead-time estimates through Compass quoting tool	■	■	■	■
Weekly Lead Time communication sent via email and posted on HON Ready	■	■	■	■
Electronic ordering experience or integration with major Dealer operating systems	■	■	■	■
All orders receive Best Date Available for materials and production capacity unless customer request date is longer.	■	■	■	■
Customer pre work consultation if promised ship date would push beyond 4 weeks due to capacity, materials, or product selection	■	■	■	■
If an order is more than a full truckload the customer will be provided flexible delivery dates within standard lead time for the full truckload portion. The Partial will still ship on lane day.	■	■	N/A	N/A
Less than Full Truckload Orders are planned to ship on lane day assigned to area of destination	■	■	■	■
If a lead time of more than 4 weeks is needed, Customer's request date is used to target closest lane day for partial trucks	■	■	■	■
Specials and COM are available with pre approval and may include an extended lead time	■	■	■	■
Order status updates are available on HON Ready	■	■	■	■
HON offers additional Enhanced Services at time of order	■	■	■	■
HON utilizes bulk packs and palletizes product when possible to minimize damage and wasted materials	■	■	■	■
HON reviews and provides options on requested order changes, on a case by case basis, including the fees that will be incurred by the Dealer.	■	■	■	■
PROJECT SERVICES				
HON provides a Project Coordinator (PC) as a single point of contact for the entire project	■	N/A	N/A	N/A
Delivery coordination including target dating, delivery sequencing, planning for full and partial truckloads is provided by assigned PC	■	■	N/A	N/A
PC coordinates punch list and project close out	■	N/A	N/A	N/A
DISTRIBUTION & DELIVERY				
HON pays freight when List Price minimum met	■	■	■	■
Appointment notification by HNI logistics as standard service with a 1 hour delivery window	■	■	■	N/A
HON provides delivery communication options including: Quick Scan, Advanced Ship Notification, Packing List, Circle Sheet, and Bill Of Lading	■	■	■	■
Product is delivered by HNI contracted carriers. Carriers do not assist in unload as a standard service	■	■	■	■
Product is organized by the address stop on the load and not separated by Purchase Order	■	■	■	■
Full truck load and multi stop loads can be tracked enroute to their destination via HON Ready portal	■	■	■	N/A
DASH Hotline is available 24/7 for in-transit support 800-334-8057 option 0	■	■	■	■
AFTER SHIPMENT SERVICE				
HON proactively resolves backorders and contacts dealers as soon as the backorder is detected	■	■	■	■
HON files freight claims on behalf of customer in event of carrier loss or damage if notified within 30 days of receipt. Bill of Lading needs to be notated by dealer as damaged	■	■	■	■
Industry leading warranty supported by serialized product and an easy to use Quick Claim process	■	■	■	■
HON's warranty covers labor reimbursement for "unusual warranty" which includes claims of more than 5 units on an order or when a second replacement is needed	■	■	■	■
HON offers an Urgent Punch List contract for expedited service at an upcharge for additional product needed to complete an installation (Maximum order size \$5,000 list)	■	■	■	■

Note: Does not include small package shippable orders.
Does not include shipments to Alaska, Hawaii, Canada or overseas delivery.

Applicable to all order types



Prior to Order Submission

- Process monthly catalog updates to design specification software
- Monitor lead times when quoting via Lead Time Exception Report
- Quote Enhanced Service needs with end user
- Provide accurate destination address and delivery appointment contact information
 - Via Account Record for Permanent Locations
 - Via Purchase Order for Temporary Drop Ship Locations
- Ensure Destination Address accepts 53' trailer
- Utilize Compass to check product and pricing prior to Order submission

At Order Submission

- Electronically ordered (via HON Ready Portal or EDI)
- 100% clean and executable for pricing, production, service, and delivery
- Utilize HON Enhanced Services Catalog for any non standard service requests
- Review Order Acknowledgment immediately upon receipt
- Request minimal order changes during the order fulfillment process
- Requests to move out order ship date requires approval from HON and should be submitted as soon as possible for review
- Contact HON prior to Last Shipment Revision Date (LSRD) for any unexpected emergency needs
- Acknowledge that all order change requests after receiving an Order Acknowledgment require HON approval and additional charges may apply
- Within 24 hours, respond to Delivery Appointment Notification after HON's first contact with Traffic Contact
- Acknowledge that HON will deliver without appointment confirmation if no response is received during appointment setting
- Monitor job site readiness prior to LSRD

Last Shipment Revision Date (LSRD)

- Requests to change delivery locations must be submitted to HON Customer Support at least 8 business days prior to the current acknowledgment date
- Requests to change "ship to" addresses will be reviewed by HON on a case by case basis
- Restrictions apply to address changes that are not within the same geographical location as the current delivery address
- Any changes requested less than 8 business days from the Order Acknowledgment date, or outside of the geographical ship to location, charges may apply

At Delivery

- Provide manpower and equipment at time of delivery appointment and unloads product without assistance in allotted time
- Coordinates HON delivery appointment with end user or facility location
- Coordinates acceptance of redistribution or LTL deliveries when needed
- Notifies HON of any concealed damage claims within 30 days of shipment
- Provides serial number and provides labor to repair any warranty claims
- Warehouse operation hours are Monday-Friday from 6:00 a.m. to 4:00 p.m. local time





Enhanced Services

Effective 4/1/19

We are excited to introduce Enhanced Services, the ability to order additional services right along with your HON and *basyx* by HON products. We understand that some orders are unique and have special requirements that are not included in our standard services and want to make that an easy process for you. As a result, we are offering two different types of enhanced services. The orderable services will have a fixed fee per purchase order while the service requests are more unique and will require a quote from Customer Support. The ultimate goal for HON's Enhanced Services is to make it easier for you to provide an exceptional experience for your customers while increasing profitability.

ORDERABLE SERVICES	Service Description
Driver Tailgate Assist	Request for carrier to bring product to tailgate of the trailer. Does not include delivery to facility.
Liftgate	Request for liftgate when delivery dock is not available. HON does not provide a ramp rental option. Does not include delivery to a facility.
Inside Delivery	Request to bring product into the facility either over the threshold or to a location on the same floor as the receiving dock. Service is only provided by LTL carriers. Does not include uncartoning, disposal of packaging or assembly. Service is limited to orders of 250 cubes or less.
Personal Protective Equipment (PPE)	Request for personal protective equipment to meet requirements at delivery destination or into facility includes hard hat, safety glasses, and safety shoes. HON does not provide other specialized equipment.
Union Driver	Request for pre arranged proof of driver's union membership for access to facility. HON is not obligated to notify customers of these requirements.
Driver with Proof of US Citizenship	Request for pre arranged proof of driver's US citizenship for delivery to secured facility. HON is not obligated to notify customers of these requirements.
SERVICE REQUEST- Contact for Quote Prior to Order Placement	Service Description
Trailer Length Maximum	Request that requires trailer length less than the standard length of 53' due to receiving location restrictions. HON offers two trailer length options.
Specific Delivery Day and/or Time	Request to deliver on specific day and time when the order is below full truckload. Charges include loss of truck utilization.
Guaranteed Delivery	Request for a contractually committed delivery date and time. This request usually relates to projects with occupancy penalties. This request requires a dedicated truck delivery.
Special Permits	Request for specific permits or fees for transportation on ferries, into certain cities, or to cross certain bridges. HON is not obligated to identify permits required.
Carrier Insurance Certificate Required at Delivery Site	Request when receiving location requires insurance for delivery into facility.
Advance Security Clearance of Driver	Request for pre arranged security clearance or military gate pass for delivery into secured facilities. HON is not obligated to notify Customers of these requirements.
Palletization	Request for HON to place product on pallet and shrink wrap. May be in addition to standard packaging. Fees are driven by additional freight costs incurred due to low truck utilization plus warehouse labor.
Expedited Transit	Request for delivery faster than standard transit allows. Selected carriers can assign team drivers to address need where feasible.
Proof of Delivery	Request proof of delivery. This service is for individual needs and not offered for a large number of shipments. No request is accepted 30 days after shipment.
Ocean Container Coordination	Request to have HON coordinate the requisitioning of container with delivery to HON DC and loading container by HON. This request is for HON to provide container coordination usually provided by freight forwarder. This service does not obligate HON for any other service provided by freight forwarders.

Note: Refer to Government Dealer Contract Summaries for services available and fees.
Please see ordering instructions on the HON Ready Portal under the Order Management tab.

ORDERABLE SERVICES	Fee	Order Type	 PREMIER PROJECT	 PROJECT	 STANDARD	 SMALL
			\$350,000+	Full Truckload or More	Less than Full Truckload	<\$15,000 + Dropship
Driver Tailgate Assist	\$50/Purchase Order		■	■	■	■
Liftgate	\$250/Purchase Order		N/A	N/A	■	■
Inside Delivery	\$250/Purchase Order		N/A	N/A	N/A	■
Personal Protective Equipment (PPE)	\$50/Purchase Order		■	■	■	N/A
Union Driver	\$400/Purchase Order		■	■	■	N/A
Driver with Proof of US Citizenship	\$50/Purchase Order		■	■	■	N/A
SERVICE REQUEST- Contact for Quote Prior to Order Placement	Fee					
Trailer Length Maximum	Actual charges apply		■	■	■	N/A
Specific Delivery Day and/or Time	Actual charges apply		PC will coordinate for best options available for partial truck.	Standard Service for full truckload portion of order. Request quote on partial truckload.	■	N/A
Guaranteed Delivery	Actual charges apply with Specialized Carrier		■	■	■	N/A
Special Permits	\$50/ Purchase Order plus permit fees		■	■	■	N/A
Carrier Insurance Certificate Required at Delivery Site	\$50/Purchase Order		■	■	■	N/A
Advance Security Clearance of Driver	Actual charges apply		■	■	■	N/A
Palletization	Actual charges apply \$1,000 Minimum		■	■	■	Standard Service for LTL
Expedited Transit	Actual charges apply		■	■	■	N/A
Proof of Delivery	\$20/Purchase Order		■	■	■	■
Ocean Container Coordination	Actual cost		■	■	■	N/A

Acknowledgment (ACK) – The confirmation of a shipping order with a scheduled shipment date from a HON specific distribution center or sourcing location in the case of container shipments.

Advanced Shipment Notice (ASN) – Transmitted or available on HON Ready Portal at time of shipment.

Auto-Split – When an extreme product constraint becomes evident, HON may automatically split off the extended lead time product after Customer communication has been completed. The original PO determines freight policy.

Backorder – A portion of an order that is identified prior to or at the time of shipment as unavailable to ship as planned. Backordered items ship on the same SO number as original once available and HON pays for the freight.

Concealed Damage – Damage to the contents of a carton that is not apparent until the carton is opened. Claims must be made within 30 days of shipment.

Customer – Refers to resellers of HON products.

Deliver On Date – HON considers this a request to extend the lead time and deliver to meet this request. This date request is honored for full truckload orders.

Drop Ship – A destination other than the Customer's permanent receiving location, also called temporary drop ship location. Shipment may be partial or full truckload. They are coded as -001 locations.

Electronic Ordering – Includes use of the eOrdering application on the HON Ready portal or EDI.

Freight Paid – HON offers programs that pay the standard freight cost if order requirements are met.

HON Company Paid Freight – HON offers programs that pay the standard freight cost if order requirements are met. Per programs rules, some dealer locations are set as freight paid locations and are set annually.

HNI Contracted Carriers – Over-the-road carriers that HNI has contracted to handle one or more lanes. The awarded business is based on historical volumes in that lane and carrier's ability to manage volume level and performance. Multiple carriers may be assigned to high volume lanes.

HNI Fleet – Trucks, trailers and drivers are dedicated to HNI deliveries and do not handle other business. The drivers reside near HNI DCs and handle truckload or multi-stop truckloads within a 300 mile radius. They deliver HNI customer freight and pick up material supplies to bring back to HNI plants.

HNI Logistics – Logistics group within HNI that manages execution. Also includes HNI partner, Schneider Logistics Inc (SLI), who manages truckload planning through delivery.

Invoice – HON invoices a SO at the time of shipment from the HON distribution center.

Lane Day – An established shipping schedule between a HON "ship from" location and a 2 digit zip code "ship to". "Ship to" locations will have different lane days from each shipping location. Lane days are used to aggregate orders for a geographic area to maximize a trailer.

Last Shipment Revision Date (LSRD) – The cutoff for any requests to add or change services requested for delivery. Changes require HON approval and charges may apply.

Lead Time – HON targets 4 weeks or less to ship from acknowledgment of a clean order.

Less Than Truckload (LTL) – Carriers utilize a hub and spoke delivery. Multiple shippers send various kinds of product to a hub location where it is sorted and consolidated with other product for delivery. There may be more than one hub involved on a delivery.

Master Data – Information stored on the account records at HON and overrides information on PO at time of order acknowledgment.

Multi Stop Delivery – HON combines multiple shipping orders from multiple customers to different destinations onto truckloads and sequences the load into delivery stops.

Order Splitting by Customer – Customers may request a lead time improvement. This may require the extended lead-time items to be split to a different Shipping Order.

Order Splitting by HON – Purchase orders are split to multiple Shipping Orders. Large orders are split to one Shipping Order per truck delivery. HON may split orders for other limited cases for product sourcing.

Out of Box Quality – A product defect identified at time of receipt or installation and reported to HON within standard terms.

Permanent Location – A Customer's standard receiving location. Customer selects freight paid locations annually. "Ship to" destination and delivery appointment contact is maintained on Master Data.

Purchase Order (PO) – Orders placed by Customers with HON.

Receiving Location Standards – "Ship to" site must have receiving dock, able to accept 53' trailers and have manpower and equipment available for unloading.

Redistribution – Two step delivery where HON delivers on full truckload service to a terminal and a furniture focused carrier completes the final leg of the delivery.

Ship After Date – HON considers this a request to extend the lead time and ship after the request date. Any size order can make this request.

"Ship from" Locations – Geographic regions are assigned to primary shipping locations or Distribution Centers (DCs). Based on certain rules, HON will ship from locations other than the primary "ship from" locations.

"Ship with" – A Customer request to ship two SOs together on a load. HON is not able to provide this service.

Shipping Order (SO) – The order HON plans to execute for production and shipping. A PO may become one or multiple shipping orders

Sourcing – Shipping orders are shipped from the HON primary "ship from" location for a customer or from secondary locations due to specific business rules.

Truckload Delivery – Maximum trailer cubes range between 2,500 and 3,000 cubes or 53' feet. Truckload shipping orders to a single location have more flexibility in delivery dates, times, and "ship to" changes before LSRD.

Unassisted Delivery – HON offers delivery to the dock. Customer is responsible for unloading the truck.

Warranty – A product defect identified during the life cycle of the product.

Standard Service

These are the terms and conditions for The HON Company's ("HON") standard order-to-delivery (O2D) services (the "O2D Standard Services"). Please note the O2D Standard Services are also subject to the terms and conditions located on the HON Ready Portal, including those applicable to orders, shipments, risk of loss, and pricing. The terms and conditions in the Dealer Program Guide are incorporated into these terms. As a general reminder, the title and risk of loss with respect to all product shipment transfers to the customer at the point of shipment, regardless of any freight charge.

1. For additional services and pricing, please see HON's Enhanced Services document.
2. Order level (Premier, Project, Standard or Small) is based on single purchase order entry with a single "ship to" location. Orders may not be aggregated across more than one purchase order to qualify for a different order level. Customers may aggregate orders and submit a single purchase order delivering to one location to qualify for order levels.
3. HON's O2D Standard Services apply to deliveries within the 48 contiguous United States.
4. HON may choose in its sole discretion to change any O2D Standard Services without notice, including the services, features of the services, and rates. Service availability and pricing confirmed at the time of order placement.
5. For shipments requiring re-routing, changes or additional services to complete delivery, or for shipments with incorrect "ship to" information, HON reserves the right to charge the customer placing the order a special delivery charge.
6. See the current Dealer Program Guide for HON-paid freight levels and requirements. The list price in effect at the time of order entry will be used to determine whether freight is HON-paid or Customer-paid. HON reserves the right to select the transportation mode for all shipments, whether freight is paid by HON or a Customer, unless otherwise agreed in writing and signed by an authorized officer of The HON Company. For shipments with Customer-paid freight, the "ship to" location will be applied to determine the freight cost.
7. Lead time commitment is a general estimate. Lead times for specific products may vary and are confirmed at the time of order entry.

Enhanced Service

These are the terms and conditions for The HON Company's ("HON") enhanced order-to-delivery (O2D) services (the "Enhanced Services"). Please note the Enhanced Services are also subject to the terms and conditions in HON's current Dealer Program Guide, including those applicable to orders, shipments, risk of loss and pricing. The terms and conditions in the Dealer Program Guide are incorporated into these terms. As a general reminder, the title and risk of loss with respect to all product shipment transfers to the customer at the point of shipment, regardless of any freight charge or services.

1. For an overview of HON's standard order-to-delivery services, please see HON's Standard Services.
2. Enhanced Services and published fees apply to deliveries within the 48 contiguous United States, subject to certain exclusions. Alaska, Hawaii, Canada, and island deliveries are subject to additional charges and lead times.
3. HON may choose in its sole discretion to change or discontinue any Enhanced Service without notice, including the services, features of the services, and rates. The availability and price of Enhanced Services confirmed at the time of order placement.
4. Certain Enhanced Services may reduce the number of carriers available to deliver the shipment and may result in a shipment delay.
5. Lead time commitment is a general estimate. Lead times for specific products may vary and are confirmed at the time of order entry.
6. HON is not responsible for the actions or omissions of the transportation provider, including any damage or injuries caused by the carrier or the carrier's employees, agents, or subcontractors.
7. HON reserves the right to choose the carrier and mode of transportation for the Enhanced Services, unless otherwise agreed in writing and signed by an authorized officer of The HON Company.



The HON Company
200 Oak Street
Muscatine, IA 52761
800.833.3964
hon.com

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Tab 3 - Performance Capability

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.

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 its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners, Public Sector nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners, Public Sector in accordance with the OMNIA Partners, Public Sector 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 in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector.

3.1 Company

A. Brief history and description of Supplier.

Guided by timeless values, a culture of membership, and a commitment to service, The HON Company is a leading designer and manufacturer of workplace furniture for the government, public sector, and non-profits. The HON Company began when founder, C. Maxwell Stanley, foresaw a post-war housing boom at the end of WWII. He had the idea to start a manufacturing company that would put returning GI's to work. With the help of his brother-in-law; Clement T, Hanson began making steel kitchen cabinets under the business called "Home-O-Nize". Home-O-Nize incorporated in 1944.

Following a severe steel shortage after the war, the Home-O-Nize focus shifted from the home market to the contract business. The company survived the steel shortage by designing products that could be made from left over scrap metal. Because the name Home-O-Nize no longer fit the company's business focus, we began using the acronym H-O-N which later became HON.

We officially became HON Industries in the 1960's. After a few decades of steady growth through profitable acquisitions, our shareholders approved a change from HON Industries to HNI Corporation. Both HNI Corporation and The HON Company are headquartered in Muscatine, Iowa. The HON Company also has manufacturing facilities strategically located throughout the United States and

markets our products through a nationwide network of loyal distribution partners.

Today, HNI Corporation manages multiple office furniture brands- including HON, the largest operating company under HNI. HON has a wide breadth of education and workplace furniture including seating, storage, workstations, tables and casegoods.

The 70-year success of HON and HNI has grown the corporation to over \$2 billion in annual sales and to become a leader in the office furniture industry.

The HON Company has been an awarded OMNIA Partners vendor through Region 4 ESC since 2010.

B. Total number and location of sales persons employed by Supplier.

Our sales organization consists of over 100 experienced professionals empowered to serve the needs of our customers. Our sales professionals are aligned to specific regions within the United States; the information below outlines how our sales regions are divided and an overview of sales member roles within our organization.



Sales member types:

Solutions Account Associates: 26
Business Development Managers/Associates: 63
Regional Market Managers: 7
Regional Vice Presidents: 4
Director of Public Sector Sales: 1
VP and GM, Sales and Service: 1

Solutions Account Associates - We invest in our sales leaders and continue to build talented members through our Sales & Business Leadership Development program. As a part of the Sales & Business Leadership Development Program, Solutions Account Associates take part in a rigorous training program that includes four key elements: an introduction to our products, an in-depth review of our programs, concentration on personal development, and active training through hands-on experience.

Business Development Associates/Managers - The HON Company has over 60 Business Development Members located throughout the United States. Our Business Development Members are physically located within their sales region to build a strong rapport with our customers and our nationwide network of OMNIA Partner dealers. Business Development Members are the foundation of our salesforce and are focused on driving sales and marketing efforts within their

assigned region. Some of their key sales activities include: meeting with customers and dealers, providing pricing and program guidance, training our dealers on products and pricing, staying up-to-date with local business trends, and attending industry tradeshows.

Regional Market Managers – The Regional Market Manager is responsible for managing sales members, the distribution strategy, and to drive aggressive, profitable growth in a predetermined market or geographic area. The Regional Market Manager directs and focuses the Business Development Members on HON objectives within their specific roles while creating a cohesive market strategy to grow HON revenue in the market. This role aligns sales efforts, member development, and sales leadership efforts within the designed market.

Regional Vice Presidents - The HON Company has a total of 4 Regional Vice Presidents located throughout the U.S. Regional Vice Presidents have overall responsibility for providing strategic management and sales leadership to our Regional Market Managers and Business Development Members to identify and prioritize regional sales activities and ensure The HON Company has a thorough understanding of the marketplace. Our Regional Vice Presidents also supervise all programs, sales initiatives, and training with our dealer organization.

Director of Public Sector - The Director of Public Sector Sales is focused on driving growth within the State and Local segment of our business. This individual develops and implements a strategic sales approach for State, Local, and Cooperative contracts; provides guidance to our sales organization as well as our dealer partners; and builds strong relationships with OMNIA Partners cooperative members and State and Local procurement officials.

Vice President and General Manager, Sales and Service - The VP and GM of Sales and Service, directs all nationwide commercial contract business for The HON Company. This person leads the HON team in developing and delivering profitable sales and marketing strategies to dealer partners, wholesale suppliers, and national supplies dealers located throughout the U.S. In addition, this person collaborates with C-level executives of our largest customers - including Fortune 500 corporations - and oversees all channel development, sales, marketing, product strategy, and profitability for The HON Company's largest division. As the HON sales executive leader, he participates in top-to-top senior leadership meetings with OMNIA Partners executives to align our organizational strategies for mutual, profitable, growth.

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

Headquartered in Muscatine, Iowa, The HON Company has manufacturing facilities strategically located throughout the United States and markets its products through a nationwide network of loyal dealers and retailers.

HON Corporate Address:
The HON Company
200 Oak Street, Muscatine, IA 52761

The HON Company realizes that customers occasionally need to view furniture as they determine the best overall solution for their requirements. To help with this, HON maintains several market-based showrooms. These resource centers showcase HON product in real-life applications and offer great visual

representations of the HON brand. In these dynamic spaces, customers and dealers can view the best ways to create a space that is inspired and practical. HON resource centers showcase HON's newest offering and act as a complement to our dealer showrooms. HON has resource centers located in the following markets for use by customers:

Muscatine, IA
Chicago, IL
New York, NY
Washington, DC

D. Annual sales for the three previous fiscal years.

The HON Company is a wholly owned subsidiary of HNI Corporation; it is our policy to not disclose financial information by brand. HNI Corporation is publicly traded on the New York Stock Exchange under the symbol HNI (NYSE: HNI). HNI Corporation has a financial rating of 5A 1 with Dun & Bradstreet, which is the best available rating.

HNI Corporation had the following revenues for the past 3 years:

2016	\$2,203,489,000
2017	\$2,175,882,000
2018	\$2,257,895,000

In fiscal 2018, the Corporation had net sales of \$2.2 billion, of which \$1.7 billion or 76% was attributable to office furniture products. HNI federal government sales represent approximately 4-5% of total HNI Office Furniture Segment. HNI State and Local sales represent approximately 15% of total HNI Office Furniture Segment.

E. Submit FEIN and Dunn & Bradstreet report.

Tax ID #42-1491474

D&B #14-781-4735

Please see D&B report provided at the end of this section.

F. Describe any green or environmental initiatives or policies.

The HON Company is a wholly owned subsidiary of the HNI Corporation. The HNI Corporation is dedicated to ensuring all subsidiaries comply with environmental regulations, using energy efficiently, and following practices necessary to protect the environment.

Since the implementation of our Environment and Safety Management System (ESMS) in 1992, local, state and federal environmental laws and regulations have changed, and we continually update our policy to ensure these changes are part of our manufacturing and distribution processes.

Our Commitments

HNI pursues positive change with a simple, clear purpose to make things better every day. We're always looking for a better way, which means we are in a constant state of transformation. We are never satisfied with the status quo because no matter how well we do, we believe we can always improve.

As we embark on sharing how we address key social responsibility issues and provide future updates on our actions and progress, we introduce the following

commitments:

By 2021, we will:

- Reduce our energy consumption by 10 percent from our 2017 baseline
- Establish a goal for science-based carbon emissions reduction
- Establish a goal for use of renewable energy
- Achieve zero landfill waste at two of our manufacturing operations
- Institute a transparent process to evaluate the environmental and social responsibility performance of 85 percent of our tier one suppliers

By 2025, we will:

- Evaluate 100 percent of materials and chemical substances in products for human and ecosystem impacts and attempt to minimize those impacts through Design for the Environment.

Carbon Footprint

Across HNI, we have identified ways to reduce packaging. By bulk-packing products of similar size and redesigning packaging for certain product lines, we've increased the amount of product we ship per truck. These efforts allow us to reduce the number of trucks needed to ship product which reduces fuel and overall CO2 emissions.

We have been working to understand our products' environmental impacts through the use of Life Cycle Assessments (LCA) and the creation of Environmental Product Declarations (EPDs). Once we've understood the impacts of our products, we then focus our efforts on reducing the carbon emissions associated with the development and production of our products.

HNI will be establishing a goal for science-based carbon emissions reduction through the Science-based Target Initiative (SbTI). To achieve our carbon reduction target, we are considering a variety of paths, including the following:

- Setting up a program that allows a portion of our sales to fund the Arbor Day Foundation's efforts at reforestation. Planting trees is a way to restore biodiversity and help the communities where the reforestation projects occur. This may be accomplished through the addition of product model options, where customers could select a product option that is priced higher, but the minimal extra fee would go directly to the reforestation fund.
- Purchase carbon offsets for our Scope 1 and Scope 2 emissions (those directly associated with our manufacturing processes).
- Pursue more renewable energy sources.
- Work with our product development groups to choose materials with lower embodied energies.
- Work with our suppliers to reduce their emissions from manufacturing and shipping.

Waste Reduction

Throughout our product development and manufacturing operations, we utilize a number of "Reduce, Reuse, and Recycle" strategies, including:

- Some of our product components may contain as much as 75 percent recycled aluminum, 78 percent recycled steel, and 90 percent recycled particle board.
- We combine recycled wood with resin to create seating components, which helps divert several thousand tons of lumber waste annually.
- We use scrap hardwood as connection components in some lounge seating products.

- We use a variety of recycled materials, including scrap steel, scrap particleboard, or a composite mixture of recycled mill slag and recycled plastic, to make storage counterweights.

HNI pursues positive change with a simple, clear purpose to make things better every day. We're always looking for a better way, which means we are in a constant state of transformation. We are never satisfied with the status quo because no matter how well we do, we believe we can always improve.

Sustainability and Environmental Certifications

HNI makes it a priority to design products and implement processes that reduce our collective impact on the environment. We adhere to the Federal Trade Commission's Guidelines for the Use of Environmental Marketing Claims and our certifications support our environmental statements and our credibility.

Because we understand the importance of independent verification, we participate in the following third-party certifications. Products with certifications are noted on the included spreadsheet.

- **SCS Indoor Advantage™ Gold** - A majority of HON's products are certified for indoor air quality through the SCS Indoor Advantage Gold program. The low-VOC materials and adhesives we use in our products have helped us achieve the highest level of certification for many of our Casegoods, Systems, Storage, Tables and Seating product lines.
- **BIFMA LEVEL® 2 and LEVEL® 3** – HON's systems products have achieved level 3 certification (the highest certification level), while a majority of our other products are level 2 certified. Our Laminate Casegoods, Laminate and Metal Storage and Tables products have achieved 3 points under LEVEL credit 7.5.1, which contributes to the LEED V4 MR BPDO Material Ingredients credit, Option 1: Material Ingredient Reporting.
- **FSC® Certification** – HON has an FSC Chain of Custody certificate to provide FSC Certified wood products to our customers. FSC Certified products must be ordered as a special for an upcharge.
- **Environmental Product Declarations** - Environmental Product Declarations help us understand the environmental impacts of our products. Identifying our biggest impacts and understanding where they are generated will help us reduce our products' carbon footprints. Several EPDs are in process now for select HON Systems and Laminate Storage products, which will be completed in early 2020.

Rapid Continuous Improvement

Over the course of nearly 25 years, HNI has built a foundation of Rapid Continuous Improvement (RCI) to support every member in our organization making improvements in their area of the business. HNI takes pride in improving the way we do business and removing waste from the entire value chain. New ideas are encouraged every day to improve how we work. We have built a certification program around our long-term vision of continuous improvement to gauge our current capabilities and identify our gaps to further augment our continuous improvement needs. This program engages every member in the company to make change, improve their daily business, and enhance their problem-solving skills.

- 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.

HON supports diversified partners through our supplier and dealer networks. Specifically, we search and identify potential suppliers and dealer partners that obtain statuses such as Service-Disabled Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Woman-Owned Small Business and HUBZone status. We encourage diversified suppliers to participate in our proposal processes and have a program that measures supplier diversity as defined by the U.S. government. Our business model contains a relatively large proportion of made-to-order business, so it is critical suppliers and dealer partners are a good match for our business needs, as well as meeting the standards of our end customers.

One of The HON Company's primary go-to-market sales strategies is to provide HON product through a network of independent dealer partners. These authorized dealer partners provide selling, installation, reconfiguration and design services to end customers who purchase HON product. Approximately seventy-five percent of HON's authorized dealers have indicated to HON they hold a small business certification; over thirty percent of these dealers also hold a combination of the other diversity classifications noted above.

There are no additional costs associated with OMNIA Partners customers accessing our dealer partner network to support diversity.

- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

As a large publicly traded company, The HON Company and its parent, HNI Corporation, does not hold any historically underutilized business certifications. However, The HON Company has numerous authorized dealers which are minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veteran's business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses, which can be provided upon request.

- I. Describe how supplier differentiates itself from its competitors.

The HON Company is a trusted leader and the most recognized name in the office furniture industry. Our name is synonymous with quality, reliability and value. The power of HON is built from trusted relationships, solutions, performance, and culture. Through our Voice of the Customer process, we listen to our customers and produce the workplace solutions they need to be successful. With one of the industry's leading product development cycles, we innovate quickly and build what our customers want at a price they can afford, one of many ways in which HON sets ourselves apart from our competitors.

An example of innovation fueled by our Voice of the Customer process is our product line called Fuse™, which launched this year. Fuse™ was created to address the ways in which our customers utilize filing and storage within the changing work environment. Personal workspace footprints are shrinking, and the physical needs of our customers are changing. Height-adjustability and workspaces which support physical well-being are important trends in the office

furniture industry. To address these trends, HON looked to our customers to truly understand their storage needs. What we found was most of the customers surveyed utilize their workspace storage for items other than filing. Customers are utilizing storage for snacks, purses, jackets, as an extension of their worksurface, places to put piles of documents, a catch-all for office supplies, etc. HON took these results and created a customizable storage solution that incorporates the new ways in which storage is utilized.

Below is an image from the Voice of the Customer process for personal storage:



Below is an image from our recently launched Fuse™ product line:



Our company's financial structure provides us the foundation to be able to invest and grow as the economy and industry fluctuate. The industry's largest furniture sellers Staples, Office Depot, Essendant and S.P. Richards as well as our large independent dealer group continually validate our position and look to us as their furniture leader.

Those elements allow us to differentiate ourselves from our competitors through our core brand pillars and with products that meet real-world needs, flawless execution, dedicated member culture and commitment to our partners. Our competitors are smaller in size and name brand recognition, develop less-than full-line products, offer limited solutions and tend to have restricted distribution and dealer networks. The HON Company is proud to distribute to 599 unique dealer partners. We believe our history with OMNIA Partners supports our position as an industry leader in furniture at the best total value.

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

The HON Company is a wholly owned subsidiary of the HNI Corporation which is a Fortune 1,000 company. The Corporation is involved in various kinds of disputes and legal proceedings that have arisen in the ordinary course of its business, including pending litigation, environmental remediation, taxes and other claims. It is the Corporation's opinion, after consultation with legal counsel, that liabilities, if any, resulting from these matters are not expected to have a material adverse effect on the Corporation's financial condition, although such matters could have a material effect on the Corporation's quarterly or annual operating results and cash flows when resolved in a future period.

- K. 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 an individual(s) who has been convicted of a felony and provide the names and convictions.

The HON Company is a wholly owned subsidiary of HNI Corporation. HNI Corporation is publicly traded on the New York Stock Exchange (NYSE: HNI), therefore, this reporting requirement is not applicable.

- L. Describe any debarment or suspension actions taken against supplier

To the best of our knowledge, The HON Company has not had any debarment or suspension actions taken against us.

3.2 Distribution, Logistics

- A. Describe the full line of products and services offered by supplier.

Inspired by practicality and invested in understanding the needs of our customers, The HON Company strives to establish meaningful connections resulting in product solutions and customer support that exceed market demands. As a leading designer and manufacturer of workplace furniture including chairs, classroom, desks, storage, tables, and workstations, our commitment to serving customers is rooted in reliable performance and a member culture that is approachable, confident, smart, and ready to serve. Below is an overview of our full line of products and services offered by HON and our dealer partners:

Office Chairs

The HON Company's compelling seating assortment boasts 20 unique product collections tailored for different applications and customer needs - conference, executive, guest, individual, intensive use, lobby, lounge, multi-shift, nesting, public space, specialty, stacking, stools, student, task, teacher, team, training and work chairs. This extensive selection ensures there is a solution to meet every workplace seating need.

Collaborative Seating

The HON Company is committed to supporting and harnessing the collaborative chaos that happens throughout the day. This includes the following styles of

seating solutions: multi-purpose, guest, nesting, stacking, casual lounge, collaborative work, power ready, on trend, stools, teaming and training. HON's ready to support collaboration no matter where the space.

Classroom

Our dedication to understanding 21st century learning environments established The HON Company as an industry leader in the education market. By continuing to listen to educators, we are able to respond with the solutions they need. We have products to support both students' and educators' needs in the classroom. Our furniture is able to support both collaborative learning and formal learning, while fitting the needs of evolving technology. We're sure our education solutions will keep learners engaged today and for a long time to come.

Desks

More than a work surface, well-designed desks provide the functional and aesthetic center of any working or classroom environment. HON offers more than 10 desk collections and can adapt to any work style or configuration – private or open, individual or teaming. Product styles include traditional, executive, lobby, lounge, managerial, collaborative, light-scale, student and teacher desks. Desk collections also include coordinating storage solutions to create the perfect layout for any space.

Storage

The right mix of shared and personal storage can keep any government, non-profit or public sector customer better organized. HON offers 9 storage and filing collections with durable solutions that integrate effortlessly with desks, benching, height adjustable solutions and workstations, while meeting all of your active, anticipated, and archival storage needs. Products include bookcases, fire-resistant files, lateral files, pedestals, storage cabinets, towers and vertical files.

Tables

Every workplace requires the basic functionality of a table. The HON Company goes beyond basic with 15 table collections that provide an array of sizes, shapes, finishes, and technology integration options for any setting. Styles include adjustable-height training, coffee, conference, end, lobby, lounge, occasional, training, and utility.

Workstations

Panel-based office solutions maximize space in shared work environments. HON offers 4 workstation collections that are easy to specify and install, provide flexible configuration options, and integrate seamlessly with other HON products.

HON products are also backed by the industry-leading HON Full Lifetime Warranty. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON will replace any product that can't be repaired with comparable product, or refund the purchase price. The complete terms of the warranty are available at hon.com/warranty.

- 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.

The HON Company is committed to a U.S. operating model and has made significant investments in U.S. state-of-the-art manufacturing and fulfillment centers. HON remains focused on manufacturing most of our products in the

USA, everything from individual components to complete furniture solutions. The HON Company's manufacturing facilities are strategically located throughout the United States. Our production, national distribution and logistics network supports hundreds of truckloads, seven days a week. We have experience coordinating major projects as well as delivering a single piece of furniture.

The HON Company will utilize our manufacturing and distribution facilities to produce quality products which will be delivered directly to OMNIA Partners customers or through our authorized dealer partners. Utilizing our nationwide network of authorized dealers, in addition to our own logistics capabilities, HON can reach any OMNIA Partners customer in any area.

As HON's lead, nationwide cooperative contract, there are no restrictions on the areas which will be covered by the Agreement. Products and services under this Agreement will be provided to all OMNIA Partners customers within the Continental U.S. (48 Contiguous), including U.S. territories and outlying areas. For shipments outside the Continental U.S., additional charges and alternate lead times may apply.

- C. Describe how Participating Agencies are ensure 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.

Ensuring Participating Agencies feel confident they are receiving accurate pricing under our Master Agreement is important to HON. There are multiple ways in which we approach pricing compliance, below is an overview of how Participating Agencies can confirm they are receiving Master Agreement pricing:

Through our authorized OMNIA Partners dealer:

Our Business Development Managers work one-on-one with each of our nationwide network of authorized OMNIA Partners dealers to ensure they are properly trained on the products, pricing, and requirements of the OMNIA Partners/Region 4 OMNIA Partners contract. HON has developed several tools our dealers can utilize to ensure eligible OMNIA Partners users receive accurate pricing, they include:

- **Compass** - Compass is our online pricing tool made available to dealers. Compass provides exact net pricing for eligible OMNIA Partners products, based upon order size, discounts, and list prices approved on the OMNIA Partners contract. Compass allows dealers the ability to create quick and accurate price quotes for OMNIA Partners customers. The Compass tool ensures our dealers can provide agencies with accurate contract pricing and reduces the need for agencies to issue pricing modifications. Participating Agencies can request a copy of the Compass quote through our authorized dealer partner or can contact HON directly.
- **Contract Summary Document** - Our contract summary document provides our dealers with an overview of the OMNIA Partners pricing and terms and conditions requirements, including: how to sign up eligible OMNIA Partners customers, products approved under our OMNIA Partners contract, list pricer in effect, pricing for approved services, product discounts, and ordering instructions.

Through our HON Government Customer Support Team:

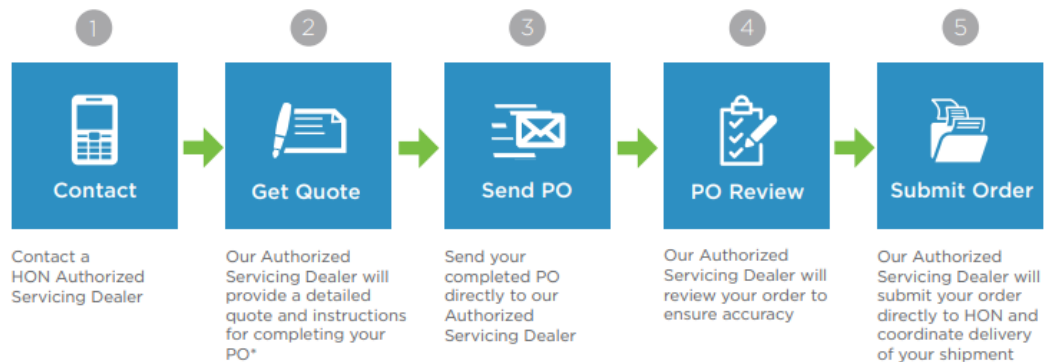
- Our Government Customer Support Representatives are trained on the requirements of our Federal, State, Local, and Cooperative contract programs and provide informed responses to both our end customers and our nationwide network of OMNIA Partners dealers. Government Customer Support members have been formally trained to answer product, warranty, ordering, pricing, delivery, and other types of questions within an industry-leading response time. HON's Government Customer Support team is available between the hours of 8:00 a.m. – 5:00 p.m. Monday through Friday CST to answer phone and e-mail inquiries. Our general customer service line is also available from 7:00 a.m. – 6:00 p.m. Monday through Friday CST.

Through our marketing materials:

- OMNIA Partners Catalog** - Our OMNIA Partners marketing catalog showcases our approved products at OMNIA Partners net pricing. We offer this catalog to our dealers and OMNIA Partners end customers as a printed catalog or in an electronic format. End customers can also utilize this catalog to confirm OMNIA Partners net pricing.
- OMNIA Partners Dedicated Website** – This website provides access to the most current price list, discount matrix, and contract requirements to assist Agencies in finding information quickly. For full details on the information available to Agencies, we have provided the following link for evaluation of our proposal response. <https://www.hon.com/market/government/omnia-partners>

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

As noted throughout this response, HON will be utilizing our nationwide network of authorized dealer partners to provide quoting, ordering, delivery and services to our mutual customers. Below is an overview of the ordering process through our authorized dealer network:



In addition to deliveries made through our authorized dealers, the HON Company can also ship products directly to authorized Participating Agencies. When shipping direct to an end customer our current list of transportation carriers includes:

DCM Transport, Inc.
1745 S Henderson St
Galesburg, IL 61401

Nussbaum Transportation
19336 N 1425 East Rd
Hudson, IL 61748

Ruan
3200 Ruan Center
666 Grand Ave.
Des Moines, IA 50309

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

HON's 7 distribution centers are located within the following cities/states:



Distribution Region	Address	Size (in sq. ft.)
Main Distribution	3000 North Highway 61, Muscatine, IA	300,000
Central Region	200 Oak Street, Muscatine, IA	300,000
Eastern Region	101 Commerce Drive, Mechanicsburg, PA	399,826
Southern Region	907 West Avenue, Cedartown, GA	183,955
Southern Region	4975 Powder Springs Road, Powder Springs, GA	144,540
Texas Region	1036 Jacobsen Road, Garland, TX	211,396
Western Region	346 North John Glen Road, Salt Lake City, UT	185,796
Western Region	5351 Jurupa Street, Ontario, CA	179,544

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

The HON Company is forward thinking in their approach to continue to grow the historically led TCPN Contract through Region 4 ESC. We are confident we have and will continue to support the OMNIA Partners contract as our go-to nationwide cooperative agreement. Our executive sales leadership team, including the VP and GM of Sales and Service and Director of Public Sector, will continue to position this contract within our internal sales teams and our authorized dealer partners as the primary tool within our public sector strategy. The success of our leadership team to drive this message forward is evidenced by our strong year over year sales

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growth under the Region 4 contract.

Below is an overview of our in-depth nationwide roll-out plan for our authorized dealers and internal sales teams. Dependent upon these awards, our plan at a minimum, is to:

Within **two (2) days** from the date of award:

- We will notify our leadership and Sales team about the details of the contract award.
- We will create a marketing e-Communication that will be sent to all authorized dealers under the new OMNIA Partners contract; this marketing e-Communication will outline the effective date of the contract, Compass information, and other important contract information.
- Contract Summary documents will be created to outline the terms of the new agreement for our authorized dealer partners; these documents will be utilized as one element of a multi-faceted training approach.

Within **one (1) week** from the date of award:

- We will begin updating the already established, dedicated, OMNIA Partners webpage on hon.com.
- We will hold meetings with our HON Sales team to review the pricing, product, and key requirements of the contract.
- We will hold meetings with our Government Customer Support team to review the pricing, product, and key requirements of the contract.

Within **one to two weeks** from the date of award:

- Our Sales team will begin training our nationwide network of OMNIA Partners dealers on the pricing, product, eligible participating agencies and key requirements of the contract. In addition, they will review the marketing materials and sales resources available through HON and OMNIA Partners to support their sales efforts. The HON Sales team will also begin working with our authorized dealer partners to create individual market plans to drive sales growth in their coverage areas. These plans will include but are not limited to:
 - Annual sales volume commitment under the OMNIA Partners/Region 4 ESC contract
 - Identify target Participating Agencies for business development planning
 - Commitments outlining specific market initiatives, including open houses, showroom events, tradeshow, etc.
- We will support approved contract pricing and products within our ordering systems.
- Compass, our online pricing tool for our OMNIA Partners dealers, will be available for dealers to access the new contract pricing and eligible products.
 - Our contract summary document which outlines contract pricing, terms and conditions, products, etc. will be uploaded to our internal site for Business Development Managers to reference and distribute to our nationwide network of OMNIA Partners dealers.

Within **one month** of award:

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- Our executive sales leaders will engage OMNIA Partners leadership to schedule business review meetings.
- Our HON sales team members will connect with their respective OMNIA Partners counterparts:
 - Regional Vice Presidents and Director of Public Sector will meet and align with Group Vice Presidents in the OMNIA Partners Organization: Doug Looney, Amy Smith and Michael Schwalm
 - HON Regional Marketing Managers will execute initial top to top discussions per Regional and Group Vice Presidents at HON & OMNIA Partners with individual Regional Managers to identify key targets for growth and vet initial lists down to finite group of strategic opportunities
 - Once strategic plans are finalized, Regional Vice President, Regional Market Managers and Director of Public Sector will execute alongside Regional Managers to a set of key customers.
 - Monthly funnel review at a local level in addition to Quarterly overall review will take place to ensure proper growth where opportunities present themselves.
 - Expected meetings with key customers to include:
 - Overview of Region 4 ESC
 - Explanation of benefits of cooperative purchasing
 - Benefits of OMNIA Partners over other cooperatives
 - Benefits of HON offering and our “Right to Win”
- Our Director of Public Sector sales will hold internal meetings with the HON Regional Vice Presidents and Region Market Managers to obtain a status of the authorized dealer partner training and individual dealer market plans.
- Our Director of Public Sector sales will work with the OMNIA Partners Strategic Development Partner(s): Sonda Sahley, Gregory Bason and Ken Heckman to create a detailed plan for future marketing and sales strategy opportunities.

Within **three months** of award:

- Our Director of Public Sector sales will participate in a quarterly review with the OMNIA Partners Team to review sales results, effectiveness of marketing and sales promotions, identify areas for future targeted activities, etc. These meetings will occur from the inception of the contract on a yearly basis.
- Where appropriate, HON will also engage OMNIA Partners sales members to participate in key dealer trainings and presentations.

HON will continue to support our authorized dealer partners throughout the term of our contract with on-going training, dealer specific sales activities, performance reviews with our dealer principals and key dealer sales representatives, presentations to end customers, etc. In addition, HON will continue to produce and expand upon our OMNIA Partners/Region 4 ESC catalog and marketing pieces. Our marketing team will work directly with the OMNIA Partners team to schedule email campaigns, quarterly promotions, etc.

- ii. Training and education of Supplier’s national sales force with participation from the Supplier’s executive leadership, along with the OMNIA Partners, Requirements for National Cooperative Contract

Public Sector team within first 90 days

The HON Company has held the OMNIA Partners contract for almost 10 years. During that time, we have developed a strong training program to educate our sales organization on selling the OMNIA Partners contract. The HON Company will continue to utilize multiple training touch points to educate our sales force on the Region 4 ESC agreement, key strategies, benefits, pricing compliance, eligible Participating Agencies and effective use of the available sales tools. These touch points include but are not limited to our annual national sales meeting, quarterly marketing communication guides, and monthly sales/marketing webinars. Within our sales organization, we have a highly skilled field sales force that is well versed on all our contracts. These Business Development Managers (BDMs) will be responsible for growing sales under the OMNIA Partners contract. Team members are trained to be the experts in contract benefits, eligible products, and needs of OMNIA Partners members.

These individuals are based across the U.S. and in the markets they serve. Additionally, we have a dedicated resource in Lindsey Schuelke, Director of Public Sector Sales. Lindsey will serve as the primary HON contact for all aspects of the OMNIA Partners contract by leading the development of the training content in conjunction with our marketing and sales training groups.

- B. 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, Public Sector 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, Public Sector 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, Public Sector.
 - 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, Public Sector internet web-based homepage on Supplier's website with:

- OMNIA Partners, Public Sector 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, Public Sector's website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners, Public Sector

Within **30 days** of the award, The HON Company will:

- Partner with OMNIA Partners to create and launch a co-branded press release announcing the new contract award.
- Announce the award of the contract through any and all social channels, as well as company website
- Design, publish, and distribute co-branded marketing materials
- Publish and maintain a dedicated OMNIA Partners internet-based web page homepage on our website which may include: OMNIA Partners standard logo, copy of original Request for Proposal, copy of contract and amendments between Principal Procurement Agency and HON, summary of products and pricing, marketing materials, and an electronic link to OMNIA Partners' website including the online registration page, as well as a dedicated toll free number and email address for OMNIA Partners questions and concerns.

Within **60 days** of the award, The HON Company will:

- Commit and schedule attendance and participation in national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and company-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
- Commit and schedule attendance with and exhibit at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Company. In addition, Company commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publish advertising pieces in national and regional trade publications
- Meet with each authorized dealer within the first 60 days of the award date to establish a written sales execution plan that will maximize potential sales efforts with the OMNIA Partners contract. The business plan will include, but is not limited to: Annual sales volume commitment for the OMNIA Partners contract, Organization commitment outlining the number of sales representatives the dealership will have accountable for their

OMNIA Partners sales goal, identify target OMNIA Partners for business development planning, commitments outlining specific marketing initiatives that each dealership will commit to use in order to engage OMNIA Partners, including: e-mail campaigns, special events (open houses, showroom events, customer appreciation events, etc.), OMNIA Partners catalog distribution plans, and product presentations.

Within **90 days** of the award, The HON Company will:

- Initiate and continue to publish, market, and promote material such as case studies, collateral pieces, presentations and promotions to all members
- Conduct on-going OMNIA Partners contract training with the dealer sales force, this training will continue throughout the life of the contract:
 - Discuss authorized users of the contract, pricing and service requirements, etc.
 - Identify and schedule appointments with key OMNIA Partners to inform them about HON's products and pricing on the OMNIA Partners contract
 - Understand how we can help them meet or exceed their purchasing requirements
 - Schedule OMNIA Partners joint marketing events with HON Dealers and OMNIA Partners.

Encourage our HON dealers to join and participate in professional associations and organizations that include OMNIA Partners and volunteer to speak at various organizations that have an interest in HON product, services and solutions.

- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. 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.

The HON Company positions OMNIA Partners as our premier contract, offering our government, public sector and non-profit customers the best contract solution to help them meet the procurement goals of their respective agencies. We market the OMNIA Partners contract to our existing government customers through multiple avenues, to include in person meetings, telemarketing campaigns and printed and electronic mailings. HON also works directly with the OMNIA Partners sales team to train our existing and prospective customers on the benefits of the OMNIA Partners/Region 4 ESC contract and how our awarded contract meets their procurement needs.

The HON Company currently holds several cooperative contracts, such as NASPO, OMNIA Partners, BuyBoard, COSTARS, and KCDA which offer varying product, pricing and terms to Public Sector customers. OMNIA Partners/Region 4 ESC contract is the sole contract HON offers as a nationwide cooperative contract solution. As our lead, nationwide cooperative contract, HON has advantaged our OMNIA Partners contract through executive sponsorship, marketing materials, nationwide training of both our internal sales team and our dealer partner sales teams and by creating a compelling product offering at a

competitive price point. HON is proud to offer our current government customers the opportunity to purchase from the OMNIA Partners contract. In many states, it is the only contract option available.

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

The HON Company gives permission to OMNIA Partners to use our logo and will provide both our logo and brand guidelines as requested. In the event of using the OMNIA Partners logo, we will seek permission for the reproduction as well.

- E. 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, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector 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

As evidenced by our strong sales growth, HON is actively pursuing ways to sell our products and services to Participating Agencies as well as continue to promote membership to eligible agencies to join the cooperative. We value the relationships our sales teams have created with the OMNIA Partners sales members and the success of our teams to grow the contract. As partners, HON will continue to be diligent in our responsiveness to Public Agencies and will ensure timely follow up to leads established by OMNIA Partners, Public Sector.

Along with providing our logo to support marketing communications and promotions, HON also has a dedicated Channel Marketing Manager who works directly with OMNIA Partner's marketing leadership to develop communications and promotions which reflect the key selling points of the contract. These communications include language mutually agreed upon by both organizations which appropriately highlight many of the items noted above.

Your dedicated HON marketing resource, Michelle Mathis, serves as a direct contact for marketing leadership to contact and strategically plan promotions and initiatives that benefit the OMNIA Partners contract. Michelle can be reached by phone at (563) 299-0919 or email at mathismi@honcompany.com. Over the past 12 months, the relationship between OMNIA Partners and HON's Marketing team has led to successful projects such as e-Communications, flyers, and coordinated tradeshow activities.

- F. 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
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- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
- iv. Knowledge of benefits of the use of cooperative contracts

The HON Company has held the OMNIA Partners contract for almost ten years. During that time, we have developed a strong training program to educate our sales organization on selling the OMNIA Partners contract. The HON Company will continue to utilize multiple training touch points to educate our sales force on the key features of the agreement, the solicitation process, eligible agencies, key strategies, benefits of cooperative contracts and effective use of the available sales tools. Where appropriate, HON will continue to utilize the tools provided by the OMNIA Partners organization to further educate our sales organization.

National sales force touch points include but are not limited to our annual national sales meeting, quarterly marketing communication guides, and monthly sales/marketing webinars. Within our sales organization, we have a highly skilled field sales force that is well versed on all our contracts. These Business Development Managers (BDMs) will be responsible for growing sales under the OMNIA Partners contract. Team members are trained to be the experts in contract benefits, eligible products, and needs of OMNIA Partners. These individuals are based across the U.S. and in the markets they serve. Lindsey Schuelke, Director of Public Sector Sales, she will serve as the primary HON contact for all aspects of the OMNIA Partners contract. Lindsey will lead the development of the training content in conjunction with our marketing and sales training groups.

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

i. Executive Support

Ric Andersen - Vice President and General Manager, Sales and Service
 Email: andersenr@honcompany.com
 Phone: (563) 506-4554

As a Vice President and General Manager, Sales and Service, Ric directs all nationwide commercial contract business for The HON Company, an Operating company within the HNI Corporation. As the world's largest mid-market commercial office furniture manufacturer, The HON Company designs, manufactures and distributes quality, practical products with an inspired design, while providing channel partners with unparalleled sales and marketing support. He leads this team in developing and delivering profitable sales and marketing strategies to Independent, wholesale, and national supplies dealers located throughout the U.S. In addition, he participates in top-to-top senior leadership meetings at the HON and OMNIA Partners level to ensure cooperative relationships. He collaborates with C-level executives of the largest dealer partners - including Fortune 500 corporations - and oversees all channel development, sales, marketing, product strategy, and P&L for The HON Company's largest division. Ric has held executive sales leadership roles within The HON Company's parent and sister companies; led national, international, and multinational teams in B2B and B2C environments. He holds a degree in Advanced Executive Education from the University of Chicago's School of Business and the Thunderbird School of Global Management; MBA and

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BA from the University of Iowa. Ric is also a veteran of the U.S. Army.

ii. **Marketing**

Michelle Mathis – Marketing Specialist
Email: mathismi@honcompany.com
Phone: (563) 299-0919

Michelle Mathis graduated from Iowa State University with a Bachelor of Science in Marketing. Michelle's current role is Marketing Specialist, Vertical Markets. Specifically, to OMNIA Partners, Michelle is responsible to work with OMNIA Partner's internal members marketing team to develop and execute on marketing campaigns which but are not limited to the following: emails, flyers, brochures, animations and co-branded collateral. Michelle works to ensure HON and OMNIA Partner's sales team have the necessary resources to successfully sell the contract and of its benefits.

iii. **Sales**

Lindsey Schuelke – Director of Public Sector Sales
Email: schuelkel@honcompany.com
Phone: (563) 299-8915

Lindsey Schuelke graduated from St. Ambrose University with a degree in Public Relations and Marketing Communications. Lindsey started with The HON Company in the Customer Support department over seven years ago where she learned the ground roots of the organization. From there, she has been in many Project Management and Sales roles. As the Director of Public Sector Sales, she is responsible for managing the contract portfolio of HON held contracts. Upon award of the contract, Lindsey works cross functionally with various departments in the organization to ensure the contract sees sales growth. A few of the teams involved in contract support that Lindsey will work with to ensure appropriate resources are provided are: Training, Marketing, Internal and External Sales, Contract Compliance and Dealer Partner relationships. OMNIA Partners, Public Sector relationship is a critical part of her portfolio.

iv. **Sales Support**

Nicholas Austin – Government Solutions Specialist
Email: HONGSACS@honcompany.com
Phone: (800) 466-8694

Nicholas helps identify win-win solutions to customer concerns, administer government contract terms, coordinate warranty requests, provide technical assistance of products, facilitate order changes, advise on terms and conditions, serve as subject matter expert for the team, and supply tracking and delivery information.

In addition to Nicholas, the Government Customer Service Team consists of the following teams:

- **Government Solutions Team Managers** - Oversee government and order entry teams, assure high level of e-mail/call quality to ensure positive customer experience, execute philosophy of being easy to do business with (ETDBW), identify and implement strategic initiatives department-wide, assist in providing solutions to escalated concerns, and maintain government knowledge and relations.

- **Government Solutions Specialists** - Identify win-win solutions to customer concerns, administer government contract terms, coordinate warranty requests, provide technical assistance of products, facilitate order changes, advise on terms and conditions, serve as Subject Matter Experts for department, and supply tracking and delivery information.
- **Government Project Coordinators** - Manage government project orders by facilitating truckloads, delivery, and shipment methods, serves as one point of contact throughout entire ordering process from Order Entry through Punch list, support specialty government processes to ensure successful project completion.
- **Government Order Entry Members** - Enter government orders, administer government contract terms, maintain supportive government documentation, promote accurate pricing, clean orders, and in the event an incomplete order they are responsible for managing bad lines by working with the Agencies or Dealer to resolve.

v. **Financial Reporting**

Jeff Cunningham – Financial Analyst
 Email: Cunninghamj@hnicorp.com
 Phone: (563) 272-4405

Jeff Cunningham has been a member of The HON Company, a leading office furniture manufacturer, for eight years and is responsible for company wide sales reporting and systems management. Prior to his current role, Jeff has held the position of Risk Analyst at HNI Corporation.

vi. **Accounts Payable**

Jennifer Curry – Accountant, Accounts Payable
 Email: generalledger@hnicorp.com
 Phone: (866) 514-5882 Option 1

Jennifer and the Accounts payable team will be responsible for the admin fee reporting and payment.

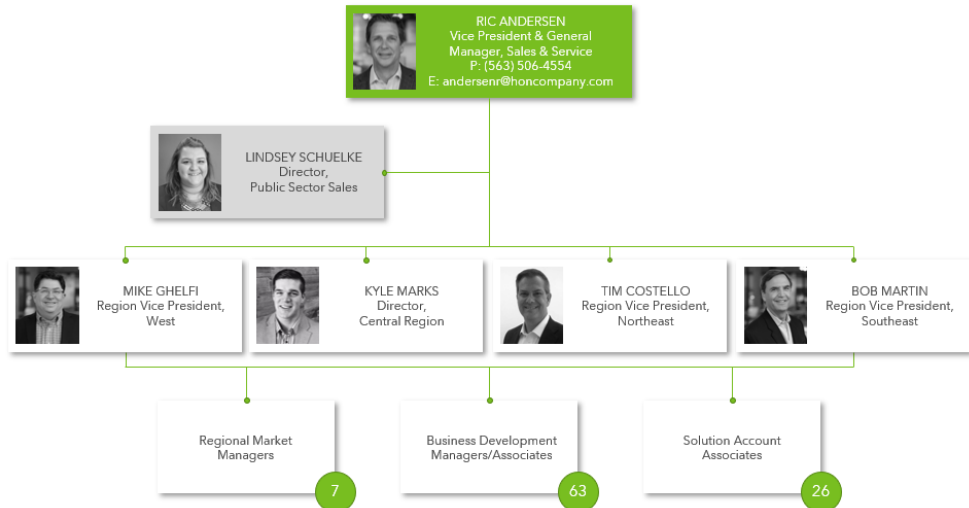
vii. **Contracts**

Melissa Lincoln – Public Sector Contract Manager
 Email: contractmanager@honcompany.com
 Phone: (563) 506-9541

Melissa Lincoln has been a member of HNI for nine years serving in several roles focused on customer and sales support, contract management and finance. As Contract Manager, Melissa will oversee the compliance and administrative requirements of the OMNIA Partners contract. Prior to this role, Melissa has held various positions including Financial Analyst, Proposal Coordinator, and Contract & Sales Administrator.

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

Our sales organization consists of over 100 experienced professionals empowered to serve the needs of our customers. As noted in Section 3.1.B, our sales professionals are aligned to specific regions within the United States. The Organizational Chart below illustrates how our sales regions are structured along with the contact information for Ric Andersen, our Vice President & General Manager, Sales & Service.



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

At HON, your success is our success. We are committed to the role that OMNIA Partners plays in our market share strategies. We have worked closely with OMNIA Partners Public Sector team to understand and leverage the strengths of our two organizations. HON will continue to partner with the OMNIA Partners Public Sector team throughout all levels of the organization, examples of successful collaboration include:

- Strategy meetings with the Strategic Development Partners to create nationwide sales initiatives for a targeted Participating Agency segment; these initiatives will be supported by our mutual sales and marketing teams.
 - **Areas of Opportunities for growth to evaluate will include:**
 - 1.) **States:** where a furniture contract isn't present: including-but-not limited to California, Illinois, Michigan, Missouri, Nebraska, Virginia, Washington, North and South Dakota and Colorado.
 - 2.) **K-12 Segment:** The HON Company is currently launching new, innovative, practical solutions for the classroom space for existing and new customers looking to modernize and bring their districts to the 21st Century Learning styles. The HON Company has invested in a tool that identifies all school districts that have active bond money to execute these efforts. We will highlight the benefits of using a cooperative contract such as OMNIA Partners to hit price points for strict budgets.

3.) **Cities & Counties:** As part of an overall broadened strategy with Public Sector, we will start to create and execute a vision to engage with key cities and counties that OMNIA Partners will be the forefront leader on. We will highlight cooperative purchasing and the benefits of buying on OMNIA Partners.

- Our Marketing teams will continue to collaborate on development of effective materials which will enhance customers understanding of the contract and share our mutual value proposition. These materials will be targeted to the types of customers listed above.
- Our Sales teams will continue to have a multi-faceted approach to sales by leveraging our nationwide network of dealers and directly targeting eligible Participating Agencies. The lines of communication between our sales organization have been strong throughout our long history and will continue to be a vital part of our mutual success.
- We will continue to utilize the OMNIA Partners training department and OMNIA Partners sales members to support the roll-out of our new contract award and to provide on-going education to our authorized dealer partners, field sales members and eligible participating agencies.

We intend to use our nationwide network of OMNIA Partners authorized dealer partners well as our nationwide team of Sales Representatives to aggressively market the OMNIA Partners contract. Our Sales team, dedicated Government Customer Support team, Marketing team and our Dealer partners will be readily available to work with the OMNIA Public Sector organization to continue strong adoption of the contract and mutual sales growth.

- 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.

The Region 4 contract is supported throughout our organization; our sales, marketing, customer support, merchandising and contract teams are key departments focused on the success of our contract. Our internal contract team ensures the compliance and support of our contract, they work directly with OMNIA and Region 4 to ensure our contract reflects the most up-to-date pricing, products and services offered by HON. Our contract team has created standard processes and workflows within our organization to allow for product, pricing, dealer updates, etc. to be submitted timely and per the requirements of the contract. Updates to our contract are announced via a marketing email communication to our sales and dealer network.

Our Marketing, Sales and Merchandising functions work closely together to create coordinated plans for customer specific sales efforts, promotions, targeted marketing pieces, etc. As we develop monthly, quarterly and yearly plans for sales growth, these departments review all aspects to ensure proper roll-out and support for our dealers, internal sales teams, OMNIA sales members and eligible participating agencies.

We train our dealers on the many features and benefits of the OMNIA Partners contract and how best to promote the contract with OMNIA Partners. Along with training our dealers, we also provide them with the resources and tools to be

successful. One of the main marketing resources we provide our dealers is the HON OMNIA Partners catalog. This catalog highlights the benefits of the OMNIA Partners contract, showcases the breadth of products we offer, provides inspirational images along with OMNIA Partners net pricing. We understand how important it is to have an online presence, so we maintain a page on hon.com that is dedicated to our OMNIA Partners and outlines where they can find contract information and an OMNIA Partners dealer closest to them. The image below reflects the many authorized dealer partners approved on HON's Region 4 contract.



The HON Company is proud to offer the OMNIA Partners contract as our leading nationwide public sector Cooperative Purchasing Program. Since HON was awarded the OMNIA Partners contract in April 2010, formerly TCPN, and we have seen double digit growth every year. In 2014, OMNIA Partners became HON's only nationwide public sector cooperative contract that is offered in all 50 states.

- 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.

The HON Company is a wholly owned subsidiary of HNI Corporation and is our policy not to disclose financial information by brand. HNI Corporation is publicly traded on the New York Stock Exchange (NYSE: HNI) under the symbol HNI. HNI Corporation has a financial rating of 5A1 with Dun & Bradstreet, which is the best available rating.

HNI Corporation had the following revenues for the past 3 years:

2016	\$2,203,489,000
2017	\$2,175,882,000
2018	\$2,257,895,000

In fiscal 2018, the Corporation had net sales of \$2.2 billion, of which \$1.7 billion or 76 percent was attributable to office furniture products. HNI federal government sales represent approximately 4-5% of total HNI Office Furniture Segment. HNI state and local sales represent approximately 15% of total HNI Office Furniture Segment.

HON is willing to provide details regarding our top 10 Public Agency customers upon request.

- 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.

The HON Company continues to invest in systems which allow us to provide world class capabilities to our dealers and our customers. In 2018 we invested millions of dollars to ensure we were the industry leader for digital capabilities and underwent an eight-year intensive preparation cycle to adapt these principles with Oracle. Through Oracle, we can connect our systems directly with all major dealer operating systems, allowing a seamless order flow.

Eligible customers can submit their orders directly to HON, or our preferred method is through our authorized dealers. Dealers will review customers' orders to ensure accurate pricing and product information is reflected prior to order. Dealers can place an order directly through our HON Ready Portal, via email or EDI. Our HON Ready portal is available to our dealers 24 hours a day, 7 days a week. The HON Company has a fully integrated order entry platform which allows HON to receive and enter purchase orders directly from the participating entity.

The order execution process is automatic and allows us to acknowledge the order for a ship date with integrated technology in the first 24 hours of receipt. A Delivery Appointment Notification will be sent via email for the authorized dealer or customer to confirm delivery details with HON's Traffic Contact. Once the order is acknowledged, dealers or customers can access the HON Ready Portal for real time order status updates.

Invoices are created and released at the time of order shipment. Agencies and Dealers both have the capability to monitor and pay invoices within HON's Oracle system. The agency or dealer being invoiced will be able to review and print invoices, monitor due dates, process ACH payments, and dispute amounts all in one simple and functional online platform. In addition, a dedicated Credit Analyst is available to assist with any issues or questions the agency or authorized dealer may have about Oracle or invoices.

- M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Through our partnership, HON has been able to aggressively grow sales under the OMNIA Partners/Region 4 ESC contract consistently year-over-year; it is our intention to continue to build upon our success with the new award as HON's lead nationwide public sector contract. At this time, The HON Company has chosen to not provide a minimum guarantee for each year and will be responsible for the administration fees 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.
- a. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).
 - b. 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, Public Sector under the Master Agreement.
 - c. 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, Public Sector).
 - d. 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.

HON will work with the agencies as they issue their own solicitations. Should an agency not require the sale be under the OMNIA/Region 4 ESC Master Agreement, HON will use commercially reasonable efforts to have price parity among this Master Agreement and the agency's solicitations provided the product mix, competitive conditions, terms and conditions and geographical scope are the same as further outlined in this response. Throughout this proposal, HON has designated OMNIA Partners/Region 4 ESC as our primary go to market contract. As such, HON is implementing a strategic sales plan to drive market growth which positions OMNIA Partners/Region 4 ESC most competitively.

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the

indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of three percent (3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10 day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector ~~at the frequency and on the due date stated in Section 13, above, within 30 days of calendar month end,~~ for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of

OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

THE HON COMPANY LLC



Signature
David Bizak

Name

Vice President, Finance

Title

December 5, 2019

Date

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature
Sarah Vavra

Name

Sr. Vice President, Public Sector

Contracting

Title

Date

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 \$150,000, 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 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, **when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the Vendor if federal funds will be utilized to procure items under this contract and/or purchase order prior to Vendor's acceptance of the order.**

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 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 DM 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 DM 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

Requirements for National Cooperative Contract

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 DM 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 DM 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 DM 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 DM 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)

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 DMB 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 DMB 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 for 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 grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES DMB 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 DMS 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 DMS 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 **when requested prior to offeror's acceptance of an order, offeror will certify individual its** products comply **to 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.

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

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 DMS 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 DMS 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:

The HON Company LLC

Address, City, State, and Zip Code:

200 Oak Street, Muscatine, IA 52761

Phone Number: (800) 466-8694 Fax Number: (800) 833-3902

Printed Name and Title of Authorized

Representative: David Bizak-Vice President, Finance

Email Address:

HNIgovContracts@hnicorp.com

Signature of Authorized Representative:  Date: December 5, 2019

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, Public Sector's 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 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

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.

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

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

Company Name: The HON Company LLC

Street: 200 Oak Street

City, State, Zip Code: Muscatine, IA 52761

Complete as appropriate:

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

OR:

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

OR:

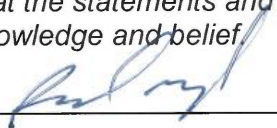
I David Bizak, an authorized representative of The HON Company LLC, a *limited liability company (LLC)* ~~corporation~~, do hereby certify that the following is a list of the names and addresses of all *members* ~~stockholders~~ in the *LLC* ~~corporation~~ who own 10% or more of its *memberships interests* ~~stock of any class~~. I further certify that if one (1) or more of such *members* ~~stockholders~~ is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

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

Name	Address	Interest
HNI Holdings Inc.	600 East 2 nd Street, Muscatine, IA 52761	Owns 100% of membership interests of The HON Company LLC
HNI Corporation	600 East 2 nd Street, Muscatine, IA 52761	Owns 100% of stock of HNI Holdings Inc.

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

12/5/2019
Date



David Bizak – Vice President, Finance
Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: The HON Company LLCStreet: 200 Oak StreetCity, State, Zip Code: Muscatine, IA 52761State of IowaCounty of MuscatineI, David Bizak of the Muscatine

Name City

in the County of Muscatine, State of Iowa

of full age, being duly sworn according to law on my oath depose and say that:

I am the Vice President, Finance of the firm of The HON Company LLC
Title Company Name

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

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

The HON Company LLC
Company Name


VP, Finance
Authorized Signature & Title

Subscribed and sworn before me

this 5 day of December, 2019Christine McCormickNotary Public of Iowa, 2021My commission expires March 20

CHRISTINE D MCCORMICK

772228

My Commission Expires
March 20, 2021

SEAL

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: The HON Company LLC

Street: 200 Oak Street

City, State, Zip Code: Muscatine, IA 52761

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 photo copy of their Federal Letter of Affirmative Action Plan Approval

OR
2. A photo copy of their Certificate of Employee Information Report

OR
3. A complete Affirmative Action Employee Information Report (AA302)

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

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- 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.

12/5/2019
Date


Authorized Signature and Title
David Bizak – Vice President, Finance

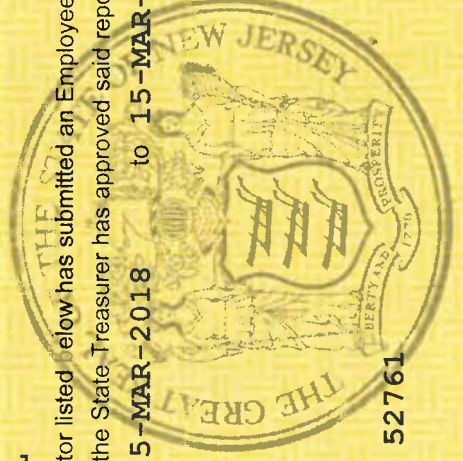
Certification 48195

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2018 to 15-MAR-2021

THE HON COMPANY LLC
200 OAK STREET
MUSCATINE



IA 52761

Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
Acting State Treasurer

**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).

A handwritten signature in blue ink, appearing to read 'David Bizak', is positioned above a horizontal line.

Signature of Procurement Agent
David Bizak – Vice President, Finance

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."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	The HON Company LLC		
Address:	200 Oak Street		
City:	Muscatine	City:	Muscatine

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Signature

David Bizak
Printed Name

Vice President, Finance
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form[illegible]☐ Check here if the information is continued on subsequent page(s)

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: HNI Holdings Inc.	Name:
Home Address: 600 East Second Street Muscatine, IA 52761 (100% ownership interest)	Home Address:
Name: State Farm Insurance Companies	Name:
Home Address: One State Farm Plaza Bloomington, IL 61710 (100% ownership interest)	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 5 day of December
2019

(Notary Public)

*Christine McCormick*My Commission expires: March 20, 2021*[Signature]*
(Affiant)

VP, Finance – The HON Company LLC
(Print name & title of affiant)

(Corporate Seal)



CHRISTINE D MCCORMICK

772228

My Commission Expires
March 20, 2021

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: 19-18 **Bidder/Officer:** The HON Company LLC

Region 4 Education Service Center (ESC)

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of 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

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Officer _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Officer Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): David Bizak

Signature: 

Title: Vice President, Finance

Date: 12/5/2019

**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.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

02/02/13

Taxpayer Identification# **421-491-474/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

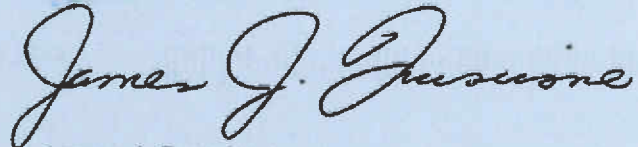
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

THE HON COMPANY LLC

TRADE NAME:

ADDRESS:

**408 E 2ND ST
MUSCATINE IA 52761-4313**

SEQUENCE NUMBER:

0853328

EFFECTIVE DATE:

02/17/00

ISSUANCE DATE:

02/02/13

Director
New Jersey Division of Revenue

FORM-BRC

(04-08), D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address

IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:
 - a) Products/Pricing (40 Points)
 - b) Performance Capability (30 Points)
 - c) Qualification and Experience (20 Points)
 - d) Value Add (10 Points)
2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) Products/Services/Pricing

- i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. 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, those 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.

HON is pleased to provide our detailed pricing proposal in Tab 2, Products/Pricing, as requested. We are offering discounts by product category utilizing a tiered discount structure based on list order size.

- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*
 - Manufacturer part #
 - Offeror's Part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

Please find the January 2020 HON Full Line Price List and January 2020 HON Seating Price List on the flash drive included with our response.

- iii. Is pricing available for all products and services?

Our proposed pricing includes all Full Lifetime Warranty products offered by HON. In addition, our proposal includes a comprehensive listing of all services offered by our OMNIA Partners authorized dealers.

- i. Please provide pricing for services based on a range, from minimum price per hour to maximum price per hour, with a not to exceed on the maximum price per hour charge.

HON is pleased to provide our detailed pricing proposal in Tab 2, Products/Pricing, as requested. We are proposing a comprehensive list of services offered by our authorized dealers. Services which are priced at an hourly rate include a range from minimum per hour to a not-to-exceed maximum charge per hour.

- iv. Describe any shipping charges.

All shipments for the Continental U.S. (48 Contiguous) will be FOB Origin, freight paid by HON to a single ship-to location per order. HON will determine best method of shipment and delivery timeframes. Destination address must be able to accept a 53-ft. trailer and must have a loading dock. Charges for non-standard services (Enhanced Services) and order change fees (Order Change Fee) for services requested outside of standard freight costs apply. Please see Order to Delivery brochure for full details on Standard Services, Enhanced Services and Order Change Fees. For shipments outside the Continental U.S., HON will pay for freight charges to the nearest port of embarkation; shipping fees from the port of embarkation to the final destination will be negotiated by the authorized dealer and the end customer.

- i. Describe delivery charges along with definitions for:

1. Dock Delivery

Order is shipped directly by HON to a single ship-to location. Items are delivered to the tailgate of the trailer. Purchaser is responsible for the equipment and manpower to off-load the shipment and does not include delivery into facility. Dock delivery is included in our offered discounts; no additional fees shall apply.

2. Inside Delivery

Product is brought from the truck into the facility either over the threshold or to a location on the same floor as the receiving dock. Service is only provided by LTL carriers or our authorized dealers. Does not include uncartoning, disposal of packaging or assembly. Some limitations may apply based upon the size of the order; please contact HON or the authorized dealer prior to shipment. Additional charges for inside delivery apply.

3. Deliver and Install

On orders requesting delivery and installation, (open, set in place, ready to use) HON's authorized dealer, shall be responsible for receipt, inspection and assembly of items delivered in the area designated by the Participating Agency as well as prompt removal of all debris which is a result of delivery. Additional charges for installation apply.

- v. Provide pricing for warranties on all products and services.

HON products are backed by the industry-leading HON Full Lifetime Warranty. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON will replace any product that can't be repaired with comparable product, or refund the purchase price. The complete terms of the warranty are available at hon.com/warranty and printed versions are included in Tab 2, Products & Pricing section of our proposal.

- vi. Describe any return and restocking fees.

HON's dealer network works closely with customers to ensure product needs are clearly identified and that the product selections meet these needs. Therefore, the need to return is minimal. In the event a return is being considered, the dealer will assist the customer in this process.

Most HON products are made-to-order, so restocking is not usually viable. Returns for made-to-order products, if approved, that are not a result of damage, order entry error, etc., may be subject to a return fee of up to 45% of the invoiced amount plus the cost of return freight. Upon receipt of necessary information regarding the return, HON will issue a return authorization to the customer outlining items to be returned and where the items should be shipped. All returns must be made within 30 days after the return authorization is issued. Merchandise must be returned in the original shipping cartons with proper inner packing and is subject to inspection before acceptance. Once the item has been accepted, a credit is issued immediately to the customer.

HON products are backed by the industry-leading HON Full Lifetime Warranty. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON will replace any product that can't be repaired with comparable product, or refund the purchase price. The complete terms of the warranty are available at hon.com/warranty and printed versions are included in Tab 2, Products & Pricing section of our proposal.

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

Not all needs are the same, from a single project to outfitting multiple buildings of office furniture, HON is willing to work with our customers to create a tailored product and pricing solution. Below are examples of some of the additional ways HON can support our customer's procurement requirements, these incentives are negotiated on a per opportunity basis:

- Additional pricing incentives for sole source agreements, committed volume, product standardization and custom pricing
- Negotiable pricing based on individual product list volume; additional discounts may range from 1% to over 4%.

- viii. Describe how customers verify they are receiving Contract pricing.

Ensuring Participating Agencies feel confident they are receiving accurate pricing under our Master Agreement is important to HON. There are multiple ways in which we approach pricing compliance, below is an overview of how Participating Agencies can confirm they are receiving Master Agreement pricing:

Through our authorized dealer partners:

Our Business Development Managers work one-on-one with each of our nationwide network of authorized dealers to ensure they are properly trained on the products, pricing, and requirements of the Region 4 OMNIA Partners contract. HON has developed several tools our dealers can utilize to ensure eligible OMNIA Partners customers receive accurate pricing, they include:

- **Compass** - Compass is our online pricing tool made available to authorized dealers. Compass provides exact net pricing for eligible OMNIA Partners products, based upon order size, discounts, and list prices approved on the OMNIA Partners contract. Compass allows dealers the ability to create quick and accurate price quotes for OMNIA Partners customers. The Compass tool ensures our dealers can provide agencies with accurate contract pricing and reduces the need for agencies to issue pricing modifications. Participating Agencies can request a copy of the Compass quote through our authorized dealer partner or can contact HON directly.
- **Contract Summary Document** - Our contract summary document provides our dealers with an overview of the OMNIA Partners pricing and terms and conditions requirements, including: how to sign up eligible OMNIA Partners customers, products approved under our OMNIA Partners contract, list prices in effect, pricing for approved services, product discounts, and ordering instructions.

Through our HON Government Customer Support Team:

- Our Government Customer Support Representatives are trained on the requirements of our Federal, State, Local, and Cooperative contract programs and provide informed responses to both our end customers and our nationwide network of OMNIA Partners dealers. Government Customer Support members have been formally trained to answer product, warranty, ordering, pricing, delivery, and other types of questions within an industry-leading response time. HON's Government Customer Support team is available between the hours of 8:00 a.m. – 5:00 p.m. Monday through Friday CST to answer phone and e-mail inquiries. Our general customer service line is also available from 7:00 a.m. – 6:00 p.m. Monday through Friday CST.

Through our marketing materials:

- **OMNIA Partners Catalog** - Our OMNIA Partners marketing catalog showcases our approved products at OMNIA Partners net pricing. We offer this catalog to our dealers and OMNIA end customers as a printed catalog or in an electronic format. End customers can also utilize this catalog to confirm OMNIA Partners net pricing.

- **OMNIA Partners Dedicated Website** – This website provides access to the most current price list, discount matrix, and contract requirements to assist Agencies in finding information quickly. For full details on the information available to Agencies, we have provided the following link for evaluation of our proposal response. <https://www.hon.com/market/government/omnia-partners>.

ix. Describe payment methods offered.

Payments can be made to The HON Company via Check, Credit Card, EFT, ACH, or Wire Transfer. Details for each payment option are outlined below.

Payments by **check** for The HON Company should be sent to:

The HON Company
PO Box 404422
Atlanta, GA 30384-4422

Payments via **EFT/ACH** should be directed to the following bank information:

Depository Financial Institution: Bank of America
Routing Number: 111000012
Account Number: 37562-76567
Account Name: The HON Company

Payments by **Wire Transfer** should be sent with the following bank information:

Routing Number: 026009593
Account Number: 37562-76567
Account Name: The HON Company

For payments by Credit Card, please contact our HON Government Customer Support Team at 800-466-8694. We accept all major credit cards except for Discover. At this time, we do not have any surcharge fees associated with credit card payments. If changes in economic factors should cause the need for an additional fee, we will request that approval from Region 4 ESC prior to implementation.

x. 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.

Pricing adjustments are generally requested on an annual basis. Certain economic factors could warrant the need for a more frequent request. HON will provide the necessary information needed to support the request for a price adjustment. Category discounts will remain unchanged over the term of the Contract.

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

Our product development efforts create end-user solutions that are relevant, differentiated and focused on quality, aesthetics, style, sustainable design, and reducing manufacturing costs. We also continuously improve and enhance existing products through ergonomic research, improved manufacturing processes, alternative materials, and engineering support and training in each of our operating

units. Product enhancements or additions to existing product series will be discounted within the category discounts provided in our discount matrix. Should a new product be introduced that is not part of an existing category, our Compliance Team will work with the OMNIA Partners/Region 4 ESC contract manager to ensure the new product meets the pricing requirements presented in our initial proposal response.

- xii. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

The HON Company has proposed pricing which meets these requirements.

b) Performance Capability

- i. 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.

Please see Tab 3 for our full response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract.

- ii. 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.

Please see Tab 3 for our redlines within Appendix D, Exhibit B, OMNIA Partners Administration Agreements as well as Appendix B, Terms and Conditions Acceptance Form.

- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

Please see Tab 3 for completed and signed Appendix D, Exhibits F Federal Funds Certifications and G. New Jersey Business Compliance.

iv. Describe how Offeror responds to emergency orders.

At HON, we take pride in being HON Ready in everything we do, especially in the case of an emergency. We make our best effort to meet the requested dates of our customers within our standard lead times for the products being rush ordered. • There is a non-discountable 3.5% list up-charge if a date earlier than our standard lead times is required. If the emergency or rush delivery is a result of a dealer error or The HON Company's error such as shortage, damage, etc., The HON Company will make every effort to expedite the product at no cost to the OMNIA Partner member.

When you work with HON, you work with specialists in all areas, including customer support, order management, and production scheduling. These individuals form a tightly integrated team to ensure everything possible is done so that you receive your complete order on time. The HON team will leverage our multiple production facilities across the United States and extensive distribution network to provide the best possible outcome for each emergency order.

v. What is Offeror's average Fill Rate?

The HON Company is on target in 2019 to meet or exceed our 2018 fill rate. The HON Company is dedicated to complete and on-time delivery by offering the most reliable delivery experience in the industry.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

The HON Company is dedicated to complete and on-time delivery by offering the most reliable delivery experience in the industry. The HON Company has a strong history of meeting shipping and delivery timelines. Over the past fiscal year, we have successfully met over 96% of scheduled customer delivery dates. This calculation is measured to the "minute" with no grace period.

vii. Describe Offeror's return and restocking policy.

HON's dealer network works closely with customers to ensure product needs are clearly identified and that the product selections meet these needs. Therefore, the need to return is minimal. In the event a return is being considered, the dealer will assist the customer in this process.

Most HON products are made-to-order so restocking is not usually viable. Returns for made-to-order products, if approved, that are not a result of damage, order entry error, etc., may be subject to a return fee of up to 45% of the invoiced amount plus the cost of return freight. Upon receipt of necessary information regarding the return, HON will issue a return authorization to the customer outlining items to be returned and where the items should be shipped. All returns must be made within 30 days after the return authorization is issued. Merchandise must be returned in the original shipping cartons with proper inner packing and is subject to inspection before acceptance. Once the item has been accepted, a credit is issued immediately to the customer.

HON products are backed by the industry-leading HON Full Lifetime Warranty. In the unlikely event that any HON product or component covered by the HON Full

Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON will replace any product that can't be repaired with comparable product, or refund the purchase price. The complete terms of the warranty are available at hon.com/warranty and printed versions are included at the end of this section of our proposal.

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

In the event of a warranty issue, the process begins with the local Dealer and HON Customer Service using the Quick Claim Tool available on the HON Ready Portal. The dealer will enter the required information into the Quick Claim Tool which creates a work order for the warranty issue at hand. Once this work order is approved, HON Customer Service will work with the manufacturing and other necessary teams to quickly find a resolution to the issue. After reviewing the information, a decision will be made to resolve the issue by sending replacement parts or full replacement of the product. HON Customer Service will notify the dealer of the resolution plan and any additional information (including order numbers) will be provided to the dealer.

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

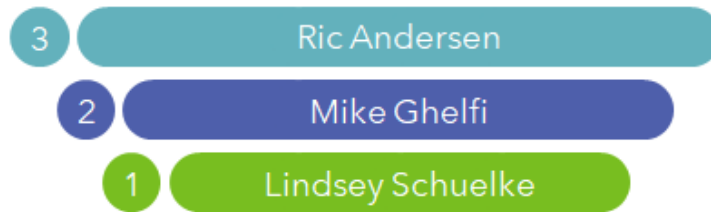
The HON Company understands that our government, public sector, and non-profit customers often have their own unique set of needs. To better serve these customers, we have a dedicated Government Customer Support team.

Our dedicated Government Customer Support team is located at HON headquarters in Muscatine, Iowa. The hours of operation are 8 a.m. – 5 p.m. CST, Monday-Friday. The team is available at (800) 466-8694 or e-mail HONGSATeam@honcompany.com. Our general customer service line is also available from 7 a.m. – 6 p.m. Monday through Friday CST. In addition, access to key information is also accessible 24/7 online at hon.com or the HON Ready Portal for our trade partners to be able to assist our customers after hours.

If there is an urgent issue or an emergency outside of business hours, a HON Business Development Manager or an authorized OMNIA Partner dealer is available to address your needs.

In the event that you are unsatisfied with the performance of a product, a HON member, or a member of the Authorized dealer's staff, we ask that you promptly report your concern to the HON Government Customer Support Team. This dedicated team of Customer Support members are responsive and empowered, resolving most issues on the first call.

The next level of contact is Lindsey Schuelke, Director of Public Sales, or Mike Ghelfi, Region Vice President. Our Vice President & General Manager for Sales & Service is Ric Andersen. If you have a concern Lindsey, Mike or Ric would be pleased to ensure the issue is resolved to your satisfaction. Final decision-making authority rests with our president, Brandon Bullock.



Contact Information:

Lindsey Schuelke, Director of Public Sector Sales
Direct Line: (563) 272-8915
Email: schuelkel@honcompany.com

Mike Ghelfi, Region Vice President, West
Direct Line: (925) 989-6503
Email: ghelfi@honcompany.com

Ric Andersen, Vice President and General Manager, Sales and Service
Phone: (563) 506-4554
Email: andersenr@honcompany.com

In addition to above, The HON Company has dedicated numerous resources to OMNIA Partners to manage your contract efficiently and effectively. Some of these resources include 4 Regional Vice Presidents, 63 Business Development Managers/Associates, 26 Sales Account Associates, 3 Solutions Account Managers, 5 Government Customer Support Representatives, 1 Government Customer Support Manager, 1 Dedicated Marketing Team Member and Authorized Dealers nationwide.

- x. 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.

The HON Company continues to invest in systems which allow us to provide world class capabilities to our dealers and our customers. In 2018 we invested millions of dollars to ensure we were the industry leader for digital capabilities and underwent an eight-year intensive preparation cycle to adapt these principles with Oracle. Through Oracle, we can connect our systems directly with all major dealer operating systems, allowing a seamless order flow.

Eligible customers can submit their orders directly to HON, or our preferred method is through our authorized dealers. Dealers will review customers' orders to ensure accurate pricing and product information is reflected prior to order. Dealers can place an order directly through our HON Ready Portal, via email or EDI. Our HON Ready portal is available to our dealers 24 hours a day, 7 days a week. The HON Company has a fully integrated order entry platform which allows HON to receive and enter purchase orders directly from the participating entity.

The order execution process is automatic and allows us to acknowledge the order for a ship date with integrated technology in the first 24 hours of receipt. A Delivery Appointment Notification will be sent via email for the authorized dealer or customer to confirm delivery details with HON's Traffic Contact. Once the order is acknowledged, dealers or customers can access the HON Ready Portal for real time order status updates.

Invoices are created and released at the time of order shipment with payment terms of net 30 days. Agencies and Dealers both have the capability to monitor and pay invoices within HON's Oracle system. The agency or dealer being invoiced will be able to review and print invoices, monitor due dates, process ACH payments, and dispute amounts all in one simple and functional online platform. In addition, a dedicated Credit Analyst is available to assist with any issues or questions the agency or authorized dealer may have about Oracle or invoices.

Payments can be made to The HON Company via Check, Credit Card, EFT, ACH, or Wire Transfer. Details for each payment option are outlined below.

Payments by **check** for The HON Company should be sent to:

The HON Company
PO Box 404422
Atlanta, GA 30384-4422

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Account Number: 37562-76567
Account Name: The HON Company

For payments by Credit Card, please contact our HON Government Customer Support Team at 800-466-8694. We accept all major credit cards except for Discover. At this time, we do not have any surcharge fees associated with credit card payments. If changes in economic factors should cause the need for an additional fee, we will request that approval from Region 4 ESC prior to implementation.

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

Within **30 days** of the award, The HON Company will:

- Partner with OMNIA Partners to create and launch a co-branded press release announcing the new contract award.
- Announce the award of the contract through any and all social channels, as well as company website
- Design, publish, and distribute co-branded marketing materials
- Publish and maintain a dedicated OMNIA Partners internet-based web page homepage on our website which may include: OMNIA Partners standard logo, copy of original Request for Proposal, copy of contract and amendments between Principal Procurement Agency and HON, summary of products and

pricing, marketing materials, and an electronic link to OMNIA Partners' website including the online registration page, as well as a dedicated toll free number and email address for OMNIA Partners questions and concerns.

Within **60 days** of the award, The HON Company will:

- Commit and schedule attendance and participation in national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and company-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
- Commit and schedule attendance with and exhibit at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Company. In addition, Company commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publish advertising pieces in national and regional trade publications
- Meet with each authorized dealer within the first 60 days of the award date to establish a written sales execution plan that will maximize potential sales efforts with the OMNIA Partners contract. The business plan will include, but is not limited to: Annual sales volume commitment for the OMNIA Partners contract, Organization commitment outlining the number of sales representatives the dealership will have accountable for their OMNIA Partners sales goal, identify target OMNIA Partners for business development planning, commitments outlining specific marketing initiatives that each dealership will commit to use in order to engage OMNIA Partners, including: e-mail campaigns, special events (open houses, showroom events, customer appreciation events, etc.), OMNIA Partners catalog distribution plans, and product presentations.

Within **90 days** of the award, The HON Company will:

- Initiate and continue to publish, market, and promote material such as case studies, collateral pieces, presentations and promotions to all members
- Conduct on-going OMNIA Partners contract training with the dealer sales force, this training will continue throughout the life of the contract:
 - Discuss authorized users of the contract, pricing and service requirements, etc.
 - Identify and schedule appointments with key OMNIA Partners to inform them about HON's products and pricing on the OMNIA Partners contract
 - Understand how we can help them meet or exceed their purchasing requirements
 - Schedule OMNIA Partners joint marketing events with HON Dealers and OMNIA Partners.

Encourage our HON dealers to join and participate in professional associations and organizations that include OMNIA Partners and volunteer to speak at various organizations that have an interest in HON product, services and solutions.

xii. Describe the financial condition of Offeror.

The HON Company is a wholly owned subsidiary of HNI Corporation and is our policy not to disclose financial information by brand. HNI Corporation is publicly traded on the New York Stock Exchange (NYSE: HNI) under the symbol HNI. HNI Corporation has a financial rating of 5A1 with Dun & Bradstreet, which is the best available rating.

HNI Corporation had the following revenues for the past 3 years:

2016	\$2,203,489,000
2017	\$2,175,882,000
2018	\$2,257,895,000

In fiscal 2018, the Corporation had net sales of \$2.2 billion, of which \$1.7 billion or seventy-six percent was attributable to office furniture products.

xiii. 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.

<https://www.hon.com/market/government/omnia-partners>

This website provides access to the most current price list, discount matrix, and contract requirements to assist agencies in finding information quickly and is accessible without a login or password. To better serve our OMNIA Partner customers, we've also created a printed and digital catalog that highlights products that work for our government, public sector and non-profit customers. The online catalog is available in a flip-book technology that allows users to search for keywords, crop any pages or images, save as a PDF or e-mail specific sections to a colleague or customer.

OMNIA Partners, Public Sector Documents	OMNIA Partners, Public Sector Resources
OMNIA Partners, Public Sector Introduction Brochure	OMNIA Partners, Public Sector Legal Statutes by State
OMNIA Partners, Public Sector How To Order Information	
OMNIA Partners, Public Sector Partnership Overview	OMNIA Partners, Public Sector Catalog
OMNIA Partners, Public Sector Sell Sheet	
OMNIA Partners, Public Sector Education Partnership Overview	
OMNIA Partners, Public Sector Higher Education Brochure	
OMNIA Partners, Public Sector K-12 Brochure	
	Contact and Ordering Info
	Vendor The HON Company 200 Oak St. Muscatine, IA 52761-4313 P: 800-466-8694

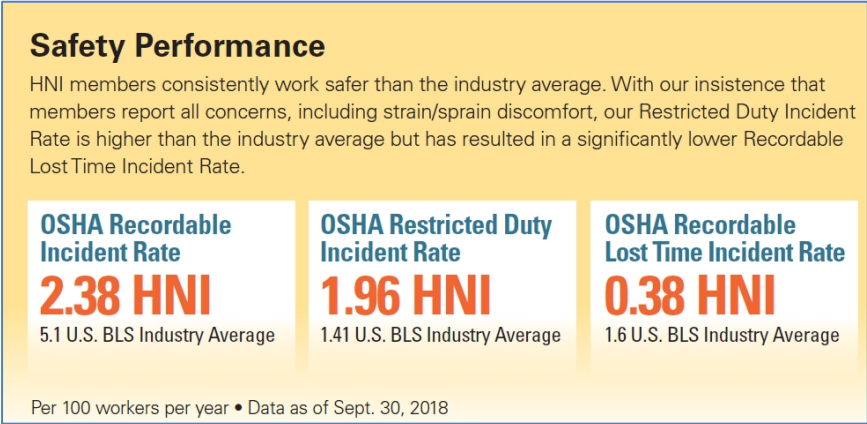
For more complex furniture needs and questions, our public facing website facilitates direct access to our local dealer partners, who can then work with the buyer on a customized office solution. At hon.com, agencies can access information regarding HON products, obtain inspirational ideas to outfit a space, utilize our Chair Chooser to design a customized office chair based upon HON’s assortment and available options, find information about our warranty and learn about our organization. In addition, at hon.com customers can contact us directly for questions related to ordering, returns or other product/service related questions.

The HON Company creates best-in-class leading marketing materials including our full-line catalog that showcases our extensive line of furniture solutions. Along with a printed version, there is also a digital catalog available at hon.com that provides an easy-to-use format for users to view the catalog online.

xiv. Describe the Offeror’s safety record.

Safety is a member responsibility from day one. Upon hiring, each new member must complete safety training and then continue to achieve certification annually. Before starting operations at new, modified, or existing workplaces, we apply our Safe Workplace Design process and assessment to eliminate and safeguard against risks and hazards. In tandem, our Job Safety Analysis process assesses all the task requirements of a job.

When an incident or near miss does happen, we investigate immediately to identify the cause and assign responsibility for corrective action. Through our Safety Appeal Process, members provide feedback and report concerns, including the option to report anonymously via our Safety Kiosks. Within five minutes of receiving a report, we contact members (who provide their names) to start corrective action. We have significantly decreased the severity of incidents with a “report small, report early” mindset.



xv. Provide any additional information relevant to this section.

c) Qualification and Experience

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

Guided by timeless values, a culture of membership, and a commitment to service, The HON Company is a leading designer and manufacturer of workplace furniture for the government, public sector, and non-profits. The HON Company began when founder, C. Maxwell Stanley, foresaw a post-war housing boom at the end of WWII. He had the idea to start a manufacturing company that would put returning GI's to work. With the help of his brother-in-law; Clement T, Hanson began making steel kitchen cabinets under the business called "Home-O-Nize". Home-O-Nize incorporated in 1944.

Following a severe steel shortage after the war, the Home-O-Nize focus shifted from the home market to the contract business. The company survived the steel shortage by designing products that could be made from left over scrap metal. Because the name Home-O-Nize no longer fit the company's business focus, we began using the acronym H-O-N which later became HON.

We officially became HON Industries in the 1960's. After a few decades of steady growth through profitable acquisitions, our shareholders approved a change from HON Industries to HNI Corporation. Both HNI Corporation and The HON Company are headquartered in Muscatine, Iowa. The HON Company also has manufacturing facilities strategically located throughout the United States and markets our products through a nationwide network of loyal distribution partners.

Today, HNI Corporation manages multiple office furniture brands- including HON, the largest operating company under HNI. HON has a wide breadth of education and workplace furniture including seating, storage, workstations, tables and casegoods.

The 70-year success of HON and HNI has grown the corporation to over \$2 billion in annual sales and to become a leader in the office furniture industry.

HON Company has been an awarded vendor through the OMNIA Partner Contract and lead agency Region 4 ESC since 2010.

- ii. Describe Offeror's reputation in the marketplace.

The HON Company is a trusted leader and the most recognized name in the office furniture industry. Our name is synonymous with quality, reliability and value. The power of HON is built from trusted relationships, solutions, performance and culture.

Trusted Relationships | Commitment to our Partners

Our partners tell us we are approachable and responsive - that is our report card. We've earned not only the respect of our partners, customers, suppliers, and community but also the recognition of several business and industry publications, numerous design publications, manufacturing and distribution awards.

Trusted Solutions | Inspired Practicality

We build and distribute the broadest product line in office furniture. At the same time, we enjoy functional and effective. We think practicality is exciting when it's done well. We're inspired by what works and our products reflect a keen understanding of the

workplace. This is why product innovations for The HON Company are strongly focused on responding to the needs of our customers. With this in mind, we created a program to ensure our products were responding directly to those needs. We call it Voice of the Customer. Voice of the Customer is an approach centered on turning to those who use our furniture for their everyday needs and listening to them. The process includes interviewing end customers and designers to understand how they are using our furniture, what their needs are and how we can better meet them. With this information, HON has been able to create products that truly have the end customer in mind.

Trusted Performance | Proven Capabilities

At HON, we understand that having great products isn't enough. That's why we hold our service capabilities to such a high standard. We have a team in place to listen and understand our government end users' specifications and create the very best solution for them to be successful in their procurement processes. This team is empowered to serve and understands the value of great customer service.

Our manufacturing production, distribution, and logistics network provides the products people want, delivered when they want them. We strive for flawless execution and have the capacity to support hundreds of truckloads daily, seven days a week, shipped nationally and internationally. We have experience in coordinating all types of projects from major projects as well as delivering a single piece of furniture.

Trusted Culture | Innovation

For more than half a century, our core values of honesty, integrity, fairness and respect have been foundational to our enduring relationships. Our culture of continuous improvement drives us to reinvent all aspects of our business. Every HON member (employee) takes personal ownership in their contribution because they are all member-owners of the company. The HON Company has a strong commitment to continuous improvement and innovation.

When our founders launched the new company in 1944, they devised an innovative product line out of material that others may have considered scrap. Their philosophy was formalized in 1992 when we introduced Rapid Continuous Improvement (RCI), which empowers members to adopt more efficient processes and to eliminate waste. RCI has contributed to HON's ability to increase productivity, improve product quality and enhance workplace safety.

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

Inspired by practicality and invested in understanding the needs of our customers, The HON Company strives to establish meaningful connections resulting in product solutions and customer support that exceed market demands. As a leading designer and manufacturer of workplace furniture including chairs, classroom, desks, storage, tables, and workstations, our commitment to serving customers is rooted in reliable performance and a member culture that is approachable, confident, smart, and ready to serve. Below is an overview of our full line of products and services offered by HON and our dealer partners:

Office Chairs

The HON Company's compelling seating assortment boasts 20 unique product collections tailored for different applications and customer needs - conference,

executive, guest, individual, intensive use, lobby, lounge, multi-shift, nesting, public space, specialty, stacking, stools, student, task, teacher, team, training and work chairs. This extensive selection ensures there is a solution to meet every workplace seating need.

Collaborative Seating

The HON Company is committed to supporting and harnessing the collaborative chaos that happens throughout the day. This includes the following styles of seating solutions: multi-purpose, guest, nesting, stacking, casual lounge, collaborative work, power ready, on trend, stools, teaming and training. HON's ready to support collaboration no matter where the space.

Classroom

Our dedication to understanding 21st century learning environments established The HON Company as an industry leader in the education market. By continuing to listen to educators, we are able to respond with the solutions they need. We have products to support both students' and educators' needs in the classroom. Our furniture is able to support both collaborative learning and formal learning while fitting the needs of evolving technology.

Desks

More than a work surface, well-designed desks provide the functional and aesthetic center of any working or classroom environment. HON offers more than 10 desk collections and can adapt to any work style or configuration – private or open, individual or teaming. Product styles include traditional, executive, lobby, lounge, managerial, collaborative, light-scale, student and teacher desks. Desk collections also include coordinating storage solutions to create the perfect layout for any space.

Storage

The right mix of shared and personal storage can keep any government, non-profit or public sector customer better organized. HON offers 9 storage and filing collections with durable solutions that integrate effortlessly with desks, benching, height adjustable solutions and workstations, while meeting all of your active, anticipated, and archival storage needs. Products include bookcases, fire-resistant files, lateral files, pedestals, storage cabinets, towers and vertical files.

Tables

Every workplace requires the basic functionality of a table. The HON Company goes beyond basic with 15 table collections that provide an array of sizes, shapes, finishes, and technology integration options for any setting. Styles include adjustable-height training, coffee, conference, end, lobby, lounge, occasional, training, and utility.

Workstations

Panel-based office solutions maximize space in shared work environments. HON offers 4 workstation collections that are easy to specify and install, provide flexible configuration options, and integrate seamlessly with other HON products.

HON products are also backed by the industry-leading HON Full Lifetime Warranty. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON will replace any product that can't be repaired with comparable product, or refund the purchase price. The complete terms of the warranty are available at hon.com/warranty.

- iv. Describe the experience and qualification of key employees.

Executive Support

Ric Andersen - Vice President and General Manager, Sales and Service

Email: andersenr@honcompany.com

Phone: (563) 506-4554

As a Vice President and General Manager, Sales and Service, Ric directs all nationwide commercial contract business for The HON Company, an Operating company within the HNI Corporation. As the world's largest mid-market commercial office furniture manufacturer, The HON Company designs, manufactures and distributes quality, practical products with an inspired design, while providing channel partners with unparalleled sales and marketing support. He leads this team in developing and delivering profitable sales and marketing strategies to independent, wholesale, and national supplies dealers located throughout the U.S. In addition, he participates in top-to-top senior leadership meetings at the HON and OMNIA Partners level to ensure cooperative relationships. He collaborates with C-level executives of the largest dealer partners - including Fortune 500 corporations - and oversees all channel development, sales, marketing, product strategy, and P&L for The HON Company. Ric has held executive sales leadership roles within The HON Company's parent and sister companies; led national, international, and multinational teams in B2B and B2C environments. He holds a degree in Advanced Executive Education from the University of Chicago's School of Business and the Thunderbird School of Global Management; MBA and BA from the University of Iowa. Ric is also a veteran of the U.S. Army.

Marketing

Michelle Mathis – Marketing Specialist

Email: mathismi@honcompany.com

Phone: (563) 299-0919

Michelle Mathis graduated from Iowa State University with a Bachelor of Science in Marketing. Michelle's current role is Marketing Specialist, Vertical Markets. Specifically, to OMNIA Partners, Michelle is responsible to work with internal members OMNIA Partner's marketing team to develop and execute on marketing campaigns which but are not limited to the following: emails, flyers, brochures, animations and co-branded collateral. Michelle works to ensure HON and OMNIA Partner's sales team have the necessary resources to successfully sell the contract and its benefits.

Sales

Lindsey Schuelke – Director of Public Sector Sales

Email: schuelkel@honcompany.com

Phone: (563) 299-8915

Lindsey Schuelke graduated from St. Ambrose University with a degree in Public Relations and Marketing Communications. Lindsey started with The HON Company in the Customer Support department over seven years ago where she learned the ground roots of the organization. From there, she has been in many Project Management and Sales roles. As the Director of Public Sector Sales, she is responsible for managing the contract portfolio of HON held contracts. Upon award of the contract, Lindsey works cross functionally with various departments in the organization to ensure the contract sees sales growth. A few of the teams involved

in contract support that Lindsey will work with to ensure appropriate resources are provided are: Training, Marketing, Internal and External Sales, Contract Compliance and Dealer Partner relationships. OMNIA Partners, Public Sector relationship is a critical part of her portfolio.

Sales Support

Nicholas Austin – Government Solutions Specialist

Email: HONGSACS@honcompany.com

Phone: (800) 466-8694

Nicholas helps identify win-win solutions to customer concerns, administer government contract terms, coordinate warranty requests, provide technical assistance of products, facilitate order changes, advise on terms and conditions, serve as subject matter expert for the team, and supply tracking and delivery information.

In addition to Nicholas, the Government Customer Service Team consists of the following teams:

- **Government Solutions Team Managers** - Oversee government and order entry teams, assure high level of e-mail/call quality to ensure positive customer experience, execute philosophy of being easy to do business with (ETDBW), identify and implement strategic initiatives department-wide, assist in providing solutions to escalated concerns, and maintain government knowledge and relations.
- **Government Solutions Specialists** - Identify win-win solutions to customer concerns, administer government contract terms, coordinate warranty requests, provide technical assistance of products, facilitate order changes, advise on terms and conditions, serve as Subject Matter Experts for department, and supply tracking and delivery information.
- **Government Project Coordinators** - Manage government project orders by facilitating truckloads, delivery, and shipment methods, serves as one point of contact throughout entire ordering process from Order Entry through Punch list, support specialty government processes to ensure successful project completion.
- **Government Order Entry Members** - Enter government orders, administer government contract terms, maintain supportive government documentation, promote accurate pricing, clean orders, and in the event an incomplete order they are responsible for managing bad lines by working with the Agencies or Dealer to resolve.

Financial Reporting

Jeff Cunningham – Financial Analyst

Email: Cunninghamj@hnicorp.com

Phone: (563) 272-4405

Jeff Cunningham has been a member of The HON Company, a leading office furniture manufacturer, for eight years and is responsible for company wide sales reporting and systems management. Prior to his current role, Jeff has held the position of Risk Analyst at HNI Corporation.

Accounts Payable

Jennifer Curry – Accountant, Accounts Payable

Email: generalledger@hnicorp.com

Phone: (866) 514-5882 Option 1

Jennifer and the Accounts payable team will be responsible for the admin fee reporting and payment.

Contracts

Melissa Lincoln – Public Sector Contract Manager

Email: contractmanager@honcompany.com

Phone: (563) 506-9541

Melissa Lincoln has been a member of HNI for nine years serving in several roles focused on customer and sales support, contract management and finance. As Contract Manager, Melissa will oversee the compliance and administrative requirements of the OMNIA Partners contract. Prior to this role, Melissa has held various positions including Financial Analyst, Proposal Coordinator, and Contract & Sales Administrator.

- v. Describe Offeror's experience working with the government sector.

The HON Company is a leading designer and manufacturer of workplace and classroom furniture for the government, public sector and non-profits. Since 1982, HON has been a leading federal contractor of office furniture.

We have an experienced and dedicated cross-functional Government team that includes sales, service, marketing, finance, technology, and contract management. We are member owners and are empowered to serve, which means our government customers receive professional, dedicated and expert service that is customized to meet their needs.

Our dedicated Government Customer Support team has a solid foundation of government order knowledge and is available to both our Government end customers and dealers.

Customer Support Project Coordinators are assigned to larger orders to assist our dealer partners throughout the life of a project. Our nationwide network of dealers works directly with The HON Company and our end customers to manage an order from time of quote until delivery, inspection and acceptance.

Our commitment and our dealers' commitment do not end when a project has delivered. We are available throughout the life of the product to assist in the unlikely event replacement parts are needed or warranty issues arise.

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

The HON Company is a wholly owned subsidiary of the HNI Corporation which is a fortune 1,000 company. The Corporation is involved in various kinds of disputes and legal proceedings that have arisen in the ordinary course of its business, including pending litigation, environmental remediation, taxes and other claims. It is the Corporation's opinion, after consultation with legal counsel, that liabilities, if any,

resulting from these matters are not expected to have a material adverse effect on the Corporation's financial condition, although such matters could have a material effect on the Corporation's quarterly or annual operating results and cash flows when resolved in a future period.

- vii. 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.

- **Cuesta Community College | San Luis Obispo, CA**

Sarah Maloney, Bond Manager | (805) 305-4556

Multi-year relationship with multiple projects

We have a long-standing relationship with Cuesta College since 2005. We have worked on several projects that include all types of furniture: Systems, Tables, Storage, Freestanding Furniture and Seating. In conjunction with the local dealer, we have provided on time delivery, project manager and installation dates meeting customer expectations. Conservatively speaking, the four colleges connected to Cuesta have spent in excess of \$7M (net) on HON furniture through various projects. Currently, there have been no issues or problems to resolve.

- **University of California | Irvine, CA**

Anita Mathias | Senior Buyer | (949) 824-7018 | E: amathia1@uci.edu

School Facilities Room 301 and 302

Project planning began in February 2019 with order placement in March 2019. Project scope was over \$110,000 and encompassed the redesign of the area with new workstations and additional areas for collaboration. Products used on the project included: Voi Desking, Accelerate Workstations, Ignition Seating and Flock Seating. This project was delivered and installed with no issues.

- **Health Equity | Draper, UT**

Philip Dunn | Facilities Manager | (801) 979-2960

Corporate Headquarters

Health Equity has been working with The HON Company for their furniture needs for their Headquarter location in Draper, Utah since 2015 when they had 550 employees in Utah alone. Over the past four years, The HON Company has helped Health Equity scale to an additional 430 employees in Utah bringing their total to 980 employees. Their HQ expansion was 50,000 square feet and in the past two years, they have acquired and hired for another 25,000 square feet. The HON Company provides office furniture for all major categories including systems, desking, seating, storage and tables. HealthEquity services more than 1.5 million health savings accounts for 70 health plan partners and employees at approximately 27,000 companies across the United States.

- **County of York | County of York Pennsylvania**

Scott Cassel | Facilities Manager | (717) 771-4388 | E: scassel@yorkccd.org

Multiple County and City Projects

The HON Company has been a standard for the County of York for the past 18 years servicing nine of their county buildings for all furniture needs. County of York services 440,000 people and is known for their big city amenities, with small town charm. The HON Company has provided workstations, freestanding

furniture, seating, tables and storage. York County history runs deep, since 1794, and has played a large part in American heritage. York is one of the fastest growing counties in Pennsylvania.

- **Davis School District | Salt Lake City, UT**
Joan Tuttle | (801) 402-7805 | E: jtuttle@dsdmail.net
Eight Schools in Davis County School District

Davis School District in Salt Lake City, Utah had a bond passed in 2015 to build or renovate eight schools in Davis County. The HON Company has provided furniture to many of these bond projects but most notable, Farmington High School in 2018 resulting in \$2.5 million award providing students with furniture that meets the needs of 21st century learning. Davis School District has 59 elementary schools, 17 junior high schools and 8 high schools.

- **Soledad Unified School District | Soledad, Cal 93960**
Tim Vanoli | Superintendent | (831) 678-3987 | E: tvanoli@soledad.k12.ca.us
Main Street Middle School | 441 Main Street

HON's local authorized dealer, Palace furnished the entire school from the ground up and completed the project on time on OMNIA Partners, Public Sector Region 4 Contract. Palace has been servicing this customer for over 15 years. The Main Street Middle School project was the largest HON project completed at this school district. As a result of the successful completion of this project, HON is the new standard for all future schools in this district.

- **Nelson County Board of Education | Bardstown, KY**
Wes Bradley | Superintendent | (502) 349-7000 ext. 2326
E: wes.bradley@nelson.kyschools.us

Nelson County Board of Education has been purchasing HON products for over 20 years with an annual sales volume of approximately \$172,450. HON has provided furniture, design, and installation services for Nelson County High School, County Board Office, New Haven School, Foster Heights Elementary School, The Academy, & Thomas Nelson High School.

- **Reese Career Tech Center | Missouri City, TX**
Kelly R. Kelly, CTSBO | (832) 221-2196 | E: kelly.kelly@fortbendisd.com
Fort Bend Independent School District | 2323 Texas Parkway

Our local authorized dealer, Carroll's Office Furniture has provided HON furniture to the district for over 4 years with sales volume of \$250,000.

- **School District of Springfield R-12 | Springfield, MO**
Michelle Bentley | Purchasing Specialist | (417) 523-0071
E: mbentley@spsmail.org

From late 2018 through early 2019, HON and its local authorized dealer partner completed the updating of 5 High School training rooms for a total sales volume of \$399,717.00. In addition to these completed projects, HON has been selected as the ongoing standards package for Springfield Public Schools (SPS) with standardized pricing through a Blanket Purchasing Agreement (BPA) that uses the OMNIA Partners contract as the pricing framework.

Services provided by HON and our local authorized dealer partner include: product solutioning and consultation for every project that extends beyond SPS standards package, space measurement and planning, specification within Giza and now CET software, management of shipments and coordination on delivery and receipt into dealer warehouse unless shipment is full truck, provide key product updates and continual evaluation for better, newer, potentially lower cost alternatives available on BPA. We conduct quarterly meetings (average) with purchasing and/or relevant managers of bond money following April bond vote, and rapid punch response via Dealer Partner and HON Customer support team.

- **Prince Edwards Social Services | Farmville, Virginia**
Wade Bartlett | County Administrator | (434) 547-8837
E:wbartlett@co.prince-edward.va.us

Prince Edwards Social Services has enjoyed HON products over the last 20 years with approximately \$197,000 annual sales volume. In addition, to the quality products, they are happy with HON's lead times and are currently in the process of specifying all HON in their new courthouse in 2020.

- viii. Provide any additional information relevant to this section.

We are pleased to say that many of these end customers utilize an OMNIA Partners Region IV contract to purchase HON products. We're also excited to share our vast diversity of customers in the commercial space, healthcare and multiple public agencies including: K-12, cities, counties and higher education

d) Value Add

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

HON Integrated Design Solutions

The HON Company's Integrated Design Solutions team is a group of expert design professionals who assist our dealers in creating design packages to help offer our customers the best overall solution.

- **Plan & Specify**

The IDS team assists our dealers in creating professional design packages including furniture plans using CET Designer, 3-4 line drawings and a complete bill of materials/parts lists. These provide our customers a complete overview of their furniture projects.

- **Audit**

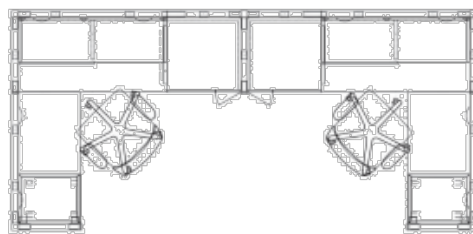
Auditing services are also available through our IDS team to help provide you with the peace of mind, knowing that your drawings and parts lists are complete and accurate. A HON Interior Designer will verify quantities, product compatibility and structural integrity.

- **Value Engineering**

To help our customers optimize their furniture layouts with cost saving product suggestions, our IDS teams provide value engineering options and suggestions.

- **Rendering**

To help our customer's visualize their furniture including fabrics and finishes, the IDS team will provide realistic renderings. These help customers see what their furniture installation will look like, even before it's ordered.



Plan & Specify



Rendering

Tailored Solutions

The Tailor Solutions team at HON is available to assist our OMNIA Partners members if the product solution they are looking for include structural and dimensional modifications to existing standard product and requests for discontinued HON product. Some of these modifications include:

- **Special Laminates**

Special laminates include requests for laminates not available as part of HON's standard offering

- **Dual Fabric Applications**

Use a dual fabric applications request when the product is to be produced with more than two fabrics (e.g., fabric on the seat is different than the fabric on the back for a chair).

- **Special Paints**

If the product solution a OMNIA Partners member is looking for includes using a competitor's paint color, the Tailored Solutions team would be able to assist with trying to accommodate this request.

OMNIA Partners Dedicated Webpage

To help provide OMNIA Partners members with easy access to ordering and contracting information, a dedicated OMNIA Partners webpage on hon.com was created. This dedicated page includes terms of the contract, information on how to place an order with HON, and easy access to all our HON OMNIA Partners dealers.

Visit www.hon.com/market/government/omnia-partners to check out all of these tools.

HON Chair Chooser Tool

The HON Chair Chooser tool makes it even easier to select the right HON seating solution for you. Based off a few simple questions, the tool will help identify the best HON solution that fits your needs. The tool is available on hon.com and can be accessed through multiple channels such as web browsers, tablets, Smartphone's, iPad's and iPhones. The Chair Chooser tool also gives users the ability to download an informative PDF, email their selection, or share their chair on social media. Use the Chair Chooser as a selection tool or as a guide for yourself. The possibilities are endless.

3. **Competitive Range**: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
4. **Past Performance**: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
5. **Additional Investigations**: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

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LIVE REPORT

Currency: Shown in USD unless otherwise indicated 

HON COMPANY LLC, THE

Trade Names: (SUBSIDIARY OF HNI CORPORATION, MUSCATINE, IA),HON COMPANY

ACTIVE HEADQUARTERS (SUBSIDIARY)

D-U-N-S 14-781-4735

Number:

Company: THE HON COMPANY LLC

D&B Address		Added to Portfolio:	01/03/2017
Address:	200 OAK ST	Endorsement:	MillerMark@honcompany.com
	MUSCATINE, IA, US - 52761	Last View Date:	07/31/2019
Location	HEADQUARTERS (SUBSIDIARY)		
Type:			
Phone:	800-833-3964		
Fax:			
Web:	www.hon.com		

Company Summary

SCORE BAR

PAYDEX®	↓	77	Paying 5 days past due
Commercial Credit Score Percentile	↑	84	Low to Moderate Risk of severe payment delinquency.

Financial Stress Score National Percentile	↓	56	Moderate Risk of severe financial stress.
D&B Viability Rating		34BZ	View More Details
Bankruptcy Found		N	
D&B Rating		1R3	1R indicates 10 or more Employees, Credit appraisal of 3 is fair

D&B VIABILITY RATING SUMMARY	
Viability Score Viability Score : 3 Low Risk:1 ; High Risk:9	Portfolio Comparison Portfolio Comparison : 4 Low Risk:1 ; High Risk:9
Data Depth Indicator Data Depth Indicator : B Predictive:A ; Descriptive:G	Company Profile: Z SUBSIDIARY

DETAILED TRADE RISK INSIGHT™
3 months from May-19 to Jul-19 Days Beyond Terms Past 3 months: 3 Days Days Beyond Terms Past 3 months : 3 Low Risk:0 ; High Risk:120+ Dollar-weighted average of 24 payment experiences reported from 15 companies.

D&B COMPANY OVERVIEW		
This is a headquarters (subsidiary) location		
Branch(es) or Division(s) exist Y	Chief Executive JERRY DITTMER, PRES	Age (Year Started) 20 years (1999)
Employees 4000 (450 Here)	History Status CLEAR	Mailing Address PO BOX 1109 Muscatine ,IA 52761
Financing SECURED	SIC <u>2521</u>	Line of business Mfg wood office furniture
NAICS <u>337211</u>		

PAYDEX® TREND CHART

FIRSTRAIN COMPANY NEWS

Powered By FirstRain

NeoCon 2019: See how HON's Fuse collection meets personal storage needs for today's workplace FMLink Group LLC Jun 7, 2019 Google Inc.

DAPC welcomes new project manager for April session The Marietta Daily Journal Blog Apr 13, 2019 Google Inc.

The HON Company's Empower® Expansion Fuels Varied Work Styles PR Newswire Feb 6, 2019 Google Inc.

PUBLIC FILINGS

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	---
Judgments	0	---
Liens	0	---
Suits	2	03/12/2018
UCCs	24	02/28/2018

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

CORPORATE LINKAGE

This is a Headquarters (Subsidiary) location	HON COMPANY LLC, THE Muscatine, IA D-U-N-S® NUMBER: 14-781-4735
Parent Company	HNI CORPORATION IA D-U-N-S® NUMBER: 00-526-9709

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked **3** have a probability of becoming no longer viable: **3 %**
- Percentage of businesses ranked **3**: **15 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked **4** within this model segment have a probability of becoming no longer viable: **4 %**
- Percentage of businesses ranked **4** with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data:
- Trade Payments:
- Company Size:
- Years in Business:



Subsidiary

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ACCOUNT

Currency: Shown in USD unless otherwise indicated 

HNI CORPORATION

No trade names for this company.

ACTIVE

HEADQUARTERS

D-U-N-S 00-526-9709

Number:

Company: HNI CORPORATION

Account 80666

Number

D&B Address Address: 600 E 2ND ST MUSCATINE, IA, US - 52761 Location HEADQUARTERS Type: Phone: 563-272-7400 Fax: Web: www.honi.com	Account Address Address: FURNITURE & FIXTURES- ALLSTEEL PROD , 414 E 3RD STREET MUSCATINE , IA , 52761 US Phone: Fax:	Assigned to: CREDIT DEPARTMENT Last Review Date: 05/23/2016 - View More Endorsement: MillerMark@honcom pany.com This business is in your folders: All Companies Exclude from Portfolio Risk Manager:
---	---	--

Company Summary

ACCOUNT REVIEW REASONS

Status:

No Action Recommended

There is no active decisions currently.

[View Previous 10 Credit Term](#)

SCORE BAR

PAYDEX®	↓	76	Paying 6 days past due
Commercial Credit Score Percentile	↑	86	Low Risk of severe payment delinquency.
Financial Stress Score National Percentile	↑	65	Moderate Risk of severe financial stress.
D&B Viability Rating		1 5 A A	View More Details
Bankruptcy Found		N	
D&B Rating		5A3	5A indicates 50 million and over, Credit appraisal of 3 is fair

LATEST AGING
(05/23/2016)

Aging Graph cannot be created

Total outstanding : 0

DETAILED TRADE RISK INSIGHT™

3 months from May-19 to Jul-19

Days Beyond Terms Past 3 months: 3 Days

Days Beyond Terms Past 3 months : 3

Low Risk:0 ; High Risk:120+

Dollar-weighted average of **89** payment experiences reported from **35** companies.

PAYDEX® TREND CHART

D&B VIABILITY RATING SUMMARY

Viability Score

Viability Score : 1
Low Risk:1 ; High Risk:9

Data Depth Indicator

Data Depth Indicator : A
Predictive:A ; Descriptive:G

Portfolio Comparison

Portfolio Comparison : 5
Low Risk:1 ; High Risk:9

Company Profile:

A

Financial Data	Trade Payments	Company Size	Years in Business
Available	Available (3+Trade)	Large	Established

CURRENT CREDIT TERMS

Previous Credit Limit(USD) Not Available

Actual Payment Terms Not Set

Actual Early Payment Discount Not Set

Actual Term Status Not Set

Total Outstanding Not Set

Credit Limit Remaining

Credit Limit Utilization Unable to Calculate Credit Limit Utilization

COMPANY OVERVIEW

This is a headquarters location

Branch(es) or Division(s) exist Y	Chief Executive JEFFREY D LORENGER, PRES-CEO	Age (Year Started) 75 years (1944)
Employees 9600 (65 Here)	History Status CLEAR	Net Worth 563259000
Mailing Address PO BOX 1109 Muscatine ,IA 52761	Financing SECURED	Financial Condition FAIR
Revenue 2257895000	Stock Symbol HNI	SIC <u>2521</u> , <u>2541</u>
Line of business Wood office, desks, chairs furniture; partitions for floor attachment; room heaters (stoves, wood, & coal burning); and hardware	NAICS <u>337211</u>	

STOCK PERFORMANCE	
HNI 34.89 0.19  (0.52%)	
Previous Close: 34.71	Volume: 64,782.00
Daily High: 35	Daily Low: 34.59
52-Week High: 44.8	52-Week Low: 32.8
P/E: 17.3532	Market Cap: 1,495,468,734
EPS: 2.01	Div/Yield: 3.50

FIRSTRAIN COMPANY NEWS	Powered By FirstRain
HNI Corporation elects Dhanusha Sivajee to its Board of Directors Lesprom Jul 29, 2019 Google Inc.	
Arcus Capital Partners LLC Acquires New Shares in HNI Corp (NYSE:HNI) Tech Know Bits Jul 27, 2019 Google Inc.	
HNI sees dip in office furniture sales CWB Jul 26, 2019 Google Inc.	
HNI Corporation Reports Earnings for Second Quarter	

HNI Corporation Reports Earnings for Second Quarter Fiscal Year 2019 Business Wire, Inc. Jul 25, 2019
Google Inc.

HNI Corporation: Presents Q2 2019 HNI Corporation Earnings Presentation The Wall Street Transcript Jul 24, 2019
Google Inc.

HNI Corp Q2 adjusted earnings Miss Estimates RTTNews Jul 24, 2019
Google Inc.

HNI (HNI) Scheduled to Post Earnings on Wednesday MR Modern Readers Jul 23, 2019
Google Inc.

Allsteel furniture hit with third gender wage discrimination lawsuit CWB Jul 19, 2019
Google Inc.

John Graham - Ad from 2019-07-17 The Muscatine Journal Jul 17, 2019
Google Inc.

HNI Corporation Elects New Director Business Wire Jul 12, 2019
Google Inc.

HNI (NYSE:HNI) Upgraded by Zacks Investment Research to ?Hold? Tech Know Bits Jul 12, 2019
Google Inc.

\$552.15 Million in Sales Expected for HNI Corp (NYSE:HNI) This Quarter MR Modern Readers Jul 11, 2019
Google Inc.

ADNET ADVERTISING - Ad from 2019-07-10 The Muscatine Journal Jul 10, 2019
Google Inc.

HNI Corporation Second Quarter Fiscal 2019 Results Conference Call Business Wire Jul 9, 2019
Google Inc.

HNI Corp (NYSE:HNI) Expected to Post Earnings of \$0.41 Per Share MR Modern Readers Jul 9, 2019
Google Inc.

Great West Life Assurance Co. Can Acquires 1,456 Shares of HNI Corp (NYSE:HNI) Tech Know Bits Jul 6, 2019
Google Inc.

ADNET ADVERTISING - Ad from 2019-07-05 Quad-City Times Jul 5, 2019
Google Inc.

HNI (NYSE:HNI) Upgraded by Zacks Investment Research to Hold MR Modern Readers Jun 27, 2019
Google Inc.

Connor Clark & Lunn Investment Management Ltd. Trims Position in HNI Corp (NYSE:HNI) Tech Know Bits Jun 26, 2019
Google Inc.

Metropolitan Life Insurance Co NY Sells 479 Shares of HNI Corp (NYSE:HNI) Tech Know Bits Jun 26, 2019
Google Inc.

HNI Corp (NYSE:HNI) Holdings Cut by Northwestern Mutual Investment Management Company LLC Tech Know Bits Jun 19, 2019
Google Inc.

HNI Corp (NYSE:HNI) Holdings Increased by Texas Permanent School Fund Tech Know Bits Jun 18, 2019
Google Inc.

HNI Corp (NYSE:HNI) Expected to Post Earnings of \$0.41 Per Share MR Modern Readers Jun 18, 2019
Google Inc.

Victory Capital Management Inc. Acquires 4,787 Shares of HNI Corp (NYSE:HNI) Tech Know Bits Jun 15, 2019
Google Inc.

Alambic Investment Management L.P. Purchases New Stake in HNI Corp (NYSE:HNI) Tech Know Bits Jun 13, 2019
Google Inc.

\$552.15 Million in Sales Expected for HNI Corp (HNI)

This Quarter Tech Know Bits Jun 13, 2019
Google Inc.

Analysts Expect HNI Corp (NYSE:HNI) to Post \$0.41 EPS The Olympia Report Jun 11, 2019
Google Inc.

NeoCon 2019: See how HON?s Fuse collection meets personal storage needs for today?s workplace FMLink Group LLC Jun 7, 2019
Google Inc.

HNI (HNI) Stock Rating Upgraded by Zacks Investment Research MR Modern Readers Jun 6, 2019
Google Inc.

ADNET ADVERTISING - Ad from 2019-06-05 The Muscatine Journal Jun 5, 2019
Google Inc.

Connor Clark & Lunn Investment Management Ltd. Sells 7,825 Shares of HNI Corp (HNI) Tech Know Bits Jun 4, 2019
Google Inc.

Zurcher Kantonalbank Zurich Cantonalbank Has \$92,000 Position in HNI Corp (HNI) Tech Know Bits Jun 2, 2019
Google Inc.

HNI Corp (NYSE:HNI) Raises Dividend to \$0.31 Per Share Tech Know Bits May 30, 2019
Google Inc.

HNI (HNI) Upgraded to Hold at Zacks Investment Research MR Modern Readers May 27, 2019
Google Inc.

Zurcher Kantonalbank Zurich Cantonalbank Sells 471 Shares of HNI Corp (HNI) Tech Know Bits May 26, 2019
Google Inc.

HNI Corp (HNI) Announces Quarterly Dividend of \$0.31 Tech Know Bits May 26, 2019
Google Inc.

HNI CORPORATION - Ad from 2019-05-22 Quad-City Times May 22, 2019
Google Inc.

ADNET ADVERTISING - Ad from 2019-05-15 The Muscatine Journal May 15, 2019
Google Inc.

Ex-Dividend Reminder: Lindsay, HNI and Harris Nasdaq May 14, 2019
Google Inc.

HNI Corporation Increases Quarterly Dividend Business Wire, Inc. May 7, 2019
Google Inc.

\$552.15 Million in Sales Expected for HNI Corp (HNI) This Quarter Tech Know Bits May 1, 2019
Google Inc.

Q2 2019 EPS Estimates for HNI Corp (HNI) Cut by Analyst MR Modern Readers Apr 26, 2019
Google Inc.

Metropolitan Life Insurance Co. NY Raises Stake in HNI Corp (NYSE:HNI) MR Modern Readers Apr 22, 2019
Google Inc.

HNI Corporation Reports Earnings for First Quarter Fiscal Year 2019 Business Wire, Inc. Apr 22, 2019
Google Inc.

HNI: 1Q Earnings Snapshot Yahoo - News (UK & Ireland) Apr 22, 2019
Google Inc.

HNI Corp. Q1 Profit Tops Estimates; Organic Sales Down 3.4% - Quick Facts RTTNews Apr 22, 2019
Google Inc.

HNI Corporation (NYSE:HNI): Has Recent Earnings Growth Beaten Long-Term Trend? Daily Magazine Apr 19, 2019
Google Inc.

ADNET ADVERTISING - Ad from 2019-04-17 The

Raymond James & Associates Sells 3,812 Shares of
HNI Corp (HNI) MR Modern Readers Apr 13, 2019
Google Inc.

Nuveen Asset Management LLC Grows Holdings in
HNI Corp (HNI) MR Modern Readers Apr 12, 2019
Google Inc.

PUBLIC FILINGS

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	---
Judgments	0	---
Liens	0	---
Suits	4	11/09/2017
UCCs	81	09/24/2018

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Predictive Scores

D&B VIABILITY RATING SUMMARY

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Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk: **Low Risk**
- Businesses ranked **1** have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **1**: **0.3 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Available Financial Data**
- Level of Risk: **Moderate Risk**
- Businesses ranked **5** within this model segment have a probability of becoming no longer viable: **0.5 %**
- Percentage of businesses ranked **5** with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **0.6 %**

Data Depth Indicator

Data Depth Indicator:

Company Profile:

Company Profile Details:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

- Financial Data: **Available**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: \$500K+**
- Years in Business: **Established: 5+**



Financial Data	Trade Payments	Company Size	Years in Business
Available	Available: 3+Trade	Large	Established

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HON FULL LIFETIME WARRANTY

YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us. The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON shall repair or replace with comparable product (at HON's discretion), free of charge.

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2011. All HON product lines, materials, and components are covered by the HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON's Full 12-Year, Full 10-Year, and Full 5-Year Warranties (from date of purchase).

HON'S FULL 12-YEAR WARRANTY

- Electrical components (LED task lights, lamps and ballasts are not covered)
- Seating ilira®-stretch
- Seating controls
- Pneumatic cylinders
- Wood seating
- Accessories
- Laminate surfaces
- Veneer Surfaces

HON'S FULL 10-YEAR WARRANTY

- Soothe Patient Recliner Mechanism
- Signal seating upholstery fabric

HON'S FULL 5-YEAR WARRANTY

- All LED task lights
- Panel and seating textiles
- Electric Height Adjustable Table Bases (Including Memory Control)
- Directional Desktop Sit-to-Stand Risers
- Soothe Patient Recliner Central Lock Mechanism
- Soothe Patient Recliner Pivoting Arm

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

IS ANYTHING NOT COVERED?

There are a few exclusions to the HON Full Lifetime Warranty and to the 12, 10 and 5-year warranties. These exclusions are:

- All *basyx* by HON® products (these products are covered under a separate *basyx* by HON warranty).
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of the user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which are to be expected over the course of ownership.
- Products that were not installed, used or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.
- Damage caused by cleaning chemicals.
- Dye transfers caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.

WARRANTY REQUESTS OR QUESTIONS?

Your HON Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your HON dealer. If you are not sure who your dealer is, please call HON Customer Support at 800.833.3964.

THAT'S YOUR HON FULL LIFETIME WARRANTY AS AN OWNER OF HON PRODUCT, THE WARRANTY EXPLAINED HERE IS YOUR SOLE AND EXCLUSIVE REMEDY. THERE ARE SOME EXCEPTIONS IF YOU PURCHASED THE PRODUCT FOR HOME OR PERSONAL USE WHICH ARE EXPLAINED BELOW. TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE

Please note, this section only applies if you purchased your HON product for your home or for your own personal or family use. HON's warranties give you specific legal rights and you may have other rights, which vary from state to state. As a consumer purchaser, the complete exclusion of implied warranties noted in the above paragraph does not apply to you, however, to the extent allowed by applicable state law, the implied warranties are limited to the applicable term of the warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.



HON LIMITED 5-YEAR WARRANTY

YOUR HON LIMITED 5-YEAR WARRANTY

The HON Company promises to repair or replace HON products or components covered under this warranty that are found to be defective in material or workmanship within five (5) years from the date of original purchase so long as you, the original purchaser, still owns it. This is your sole and exclusive remedy. This warranty is subject to the provisions below. It applies to products listed on page 2 manufactured after January 1, 2018.

LIMITATIONS:

- Upholstery on chairs is warranted for two years from date of purchase.
- Damage caused by the carrier in-transit is handled under separate terms.

EXCLUSIONS:

This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Modifications or attachments to the product that are not approved by The HON Company.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

SEATING USAGE:

Normal commercial use for seating is identified as the equivalent of a single shift, forty- (40) hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner.

A WORD ABOUT COLOR VARIATIONS, FABRICS AND FINISHES:

The HON Company does not warrant the color-fastness or matching of colors, grains, or textures of covering materials.

CUSTOMER'S OWN MATERIAL (COM)

Not available on HON products covered under the HON 5-year warranty.

TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

NOTICE TO PURCHASERS FOR HOME OR PERSONAL USE:

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

TO OBTAIN SERVICE UNDER THIS WARRANTY:

Your HON Dealer is our mutual partner in supporting your warranty requests. By following the procedures outlined below, you can be assured of the best level of service. Please note: Consent of The HON Company must be obtained before any warranty work is performed. To obtain consent, please take the following steps:

1. Contact the Dealer from whom the product was purchased within 30 days of discovery of the defect. Be prepared to affirm that you are the original purchaser of the product and to provide the serial number(s) from the product in question.
2. Your Dealer will gather all pertinent information regarding the claim, inspect the product, and contact a HON Company customer service representative. (Please allow a reasonable amount of time for inspection and review.)
3. If The HON Company affirms that the product in question is eligible under the conditions of the warranty as stated above, the customer service representative or another representative of the Company will determine whether to provide replacement parts, authorize repairs, or replace the product.



HON LIMITED 5-YEAR WARRANTY

PRODUCT LIST:

H432	HBV-P6024	HVL511	HBLMTB16A1
H434	HBV-P6030	HVL515	HBLMTB16ES
H482	HBV-P6036	HVL518	HBLMTB16N
H484	HBV-P6042	HVL521	HBLMTB8A1
HBL2101	HBV-P6048	HVL525	HBLMTB8ES
HBL2101BF	HBV-P6060	HVL528	HBLMTB8N
HBL2102	HBV-P6072	HVL531	HVL891
HBL2103	HBV-P7224	HVL532	HVL892
HBL2111	HBV-P7230	HVL534	HVL893
HBL2111BF	HBV-P7236	HVL538	HVL894
HBL2115	HBV-P7242	HVL541	HVL895
HBL2121	HBV-P7248	HVL551	HBLMTR12A1
HBL2123	HBV-P7260	HVL581	HBLMTR12ES
HBL2145	HBV-PBS	HVL582	HBLMTR12N
HBL2146	HBV-PWB1	HVL585	HBLMTR16A1
HBL2155	HBV-QC180	HVL601	HBLMTR16ES
HBL2162	HBV-QC90	HVL604	HBLMTR16N
HBL2163	HBV-TBASE	HVL605	HBLMTR8A1
HBL2164	HBV-VSH24	HVL606	HBLMTR8ES
HBL2171	HBV-VSH30	HVL616	HBLMTR8N
HBL2180	HBV-VSH36	HVL641	HBLP3060A1
HBL2183	HBV-VSH42	HVL643	HBLP3060ES
HBL2194	HBV-VSH48	HVL653	HBLP3060N
HBL2211	HBV-VSH60	HVL685	HBLPP3066A1
HBL2213	HBXRISER	HVL691	HBLPP3066ES
HBL42CU	HC184236	HVL693	HBLPP3066N
HBL72BFMODG	HC187236	HVL701	HBLUPP7210A1
HBL72HDG	HML8851	HVL702	HBLUPP7210ES
HBLC48D	HML8852	HVL705	HBLUPP7210N
HBLC72R	HML8858	HVL712	HBLUPPH72114ES
HBLH3160	HMNG15PED	HVL721	HBLUPPH72114A1
HBLH3170	HMNG30FCD	HVL844	HBLUPPH72114N
HBLMT48A	HMNG30FCO	HVL852	HMLDP6024W
HBLMT48B	HMNG30STDM	HVL853	HMLDP6024C
HBLMT48R	HMNG36FCD	HVL862	HMLDPFO7660W
HBLMTO48A	HMNG36OVRD	HVL864	HMLDPFO7660C
HBLMTO48B	HMNG36STDM	HVL871	HMLDF6060W
HBLMTO48R	HMNG48WKSL	HVL872	HMLDF6060C
HBLPBRIDGE	HMNG60OVRD	HVL873	HMLDPF7260W
HBLPCLASSIC	HMNG60WKS	HVL887	HMLDPF7260C
HBLPCONTEMP	HMNG60WKSL	HVL888	HMLDPFO7260W
HBLPWC	HMNG72WKS	HVL981	HMLDPFO7260C
HBMP2B	HMNGDLEG	HVL982	HMLDPFO76602W
HBMP2F	HMNGOHLEG	HVL991	HMLDPFO76602C
HBMP4824P	HVL103	HVL995	HMLDPFO6082W
HBMP4824X	HVL105	HVLPERCH	HMLDPFO6082C
HBMP48MOD	HVL108	HBLDCH7296A1	HMLD60W
HBMP6024P	HVL131	HBLDCH7296ES	HMLD60C
HBMP6024X	HVL151	HBLDCH7296N	HMLDF60W
HBMP60MOD	HVL161	HBLDCHL7272A1	HMLDF60C
HBMP7224P	HVL171	HBLDCHL7272ES	
HBMP7224X	HVL205	HBLDCHL7272N	
HBMP72MOD	HVL206	HBLLPP6678A1	
HBTMS	HVL210	HBLLPP6678ES	
HBV-P4224	HVL215	HBLLPP6678N	
HBV-P4230	HVL220	HBLLPP8484A1	
HBV-P4236	HVL302	HBLLPP8484ES	
HBV-P4242	HVL303	HBLLPP8484N	
HBV-P4248	HVL402	HBLMTB12A1	
HBV-P4260	HVL443	HBLMTB12ES	
HBV-P4272	HVL508	HBLMTB12N	

Tab 4 - Qualifications & Experience

References

- **Cuesta Community College | San Luis Obispo, CA**

Sarah Maloney, Bond Manager | (805) 305-4556
Multi-year relationship with multiple projects

We have a long-standing relationship with Cuesta College since 2005. We have worked on several projects that include all types of furniture: Systems, Tables, Storage, Freestanding Furniture and Seating. In conjunction with the local dealer, we have provided on time delivery, project manager and installation dates meeting customer expectations. Conservatively speaking, the four colleges connected to Cuesta have spent in excess of \$7M (net) on HON furniture through various projects. Currently, there have been no issues or problems to resolve.

- **University of California | Irvine, CA**

Anita Mathias | Senior Buyer | (949) 824-7018 | E: amathia1@uci.edu
School Facilities Room 301 and 302

Project planning began in February 2019 with order placement in March 2019. Project scope was over \$110,000 and encompassed the redesign of the area with new workstations and additional areas for collaboration. Products used on the project included: Voi Desking, Accelerate Workstations, Ignition Seating and Flock Seating. This project was delivered and installed with no issues.

- **Health Equity | Draper, UT**

Philip Dunn | Facilities Manager | (801) 979-2960
Corporate Headquarters

Health Equity has been working with The HON Company for their furniture needs for their Headquarter location in Draper, Utah since 2015 when they had 550 employees in Utah alone. Over the past four years, The HON Company has helped Health Equity scale to an additional 430 employees in Utah bringing their total to 980 employees. Their HQ expansion was 50,000 square feet and in the past two years, they have acquired and hired for another 25,000 square feet. The HON Company provides office furniture for all major categories including systems, desking, seating, storage and tables. HealthEquity services more than 1.5 million health savings accounts for 70 health plan partners and employees at approximately 27,000 companies across the United States.

- **County of York | County of York Pennsylvania**

Scott Cassel | Facilities Manager | (717) 771-4388 | E: scassel@yorkccd.org
Multiple County and City Projects

The HON Company has been a standard for the County of York for the past 18 years servicing nine of their county buildings for all furniture needs. County of York services 440,000 people and is known for their big city amenities, with small town charm. The HON Company has provided workstations, freestanding furniture, seating, tables and storage. York County history runs deep, since 1794, and has played a large part in American heritage. York is one of the fastest growing counties in Pennsylvania.

- **Davis School District | Salt Lake City, UT**
Joan Tuttle | (801) 402-7805 | E: jtuttle@dsdmail.net
Eight Schools in Davis County School District

Davis School District in Salt Lake City, Utah had a bond passed in 2015 to build or renovate eight schools in Davis County. The HON Company has provided furniture to many of these bond projects but most notable, Farmington High School in 2018 resulting in \$2.5 million award providing students with furniture that meets the needs of 21st century learning. Davis School District has 59 elementary schools, 17 junior high schools and 8 high schools.

- **Soledad Unified School District | Soledad, Cal 93960**
Tim Vanoli | Superintendent | (831) 678-3987 | E: tvanolli@soledad.k12.ca.us
Main Street Middle School | 441 Main Street

HON's local authorized dealer, Palace furnished the entire school from the ground up and completed the project on time on OMNIA Partners, Public Sector Region 4 Contract. Palace has been servicing this customer for over 15 years. The Main Street Middle School project was the largest HON project completed at this school district. As a result of the successful completion of this project, HON is the new standard for all future schools in this district.

- **Nelson County Board of Education | Bardstown, KY**
Wes Bradley | Superintendent | (502) 349-7000 ext. 2326
E: wes.bradley@nelson.kyschools.us

Nelson County Board of Education has been purchasing HON products for over 20 years with an annual sales volume of approximately \$172,450. HON has provided furniture, design, and installation services for Nelson County High School, County Board Office, New Haven School, Foster Heights Elementary School, The Academy, & Thomas Nelson High School.

- **Reese Career Tech Center | Missouri City, TX**
Kelly R. Kelly, CTSBO | (832) 221-2196 | E: kelly.kelly@fortbendisd.com

Fort Bend Independent School District | 2323 Texas Parkway
Our local authorized dealer, Carroll's Office Furniture has provided HON furniture to the district for over 4 years with sales volume of \$250,000.

- **School District of Springfield R-12 | Springfield, MO**
Michelle Bentley | Purchasing Specialist | (417) 523-0071
E: mbentley@spsmail.org

From late 2018 through early 2019, HON and its local authorized dealer partner completed the updating of 5 High School training rooms for a total sales volume of \$399,717.00. In addition to these completed projects, HON has been selected as the ongoing standards package for Springfield Public Schools (SPS) with standardized pricing through a Blanket Purchasing Agreement (BPA) that uses the OMNIA Partners contract as the pricing framework.

Services provided by HON and our local authorized dealer partner include: product solutioning and consultation for every project that extends beyond SPS standards package, space measurement and planning, specification within Giza and now CET software, management of shipments and coordination on delivery and receipt into dealer warehouse unless shipment is

full truck, provide key product updates and continual evaluation for better, newer, potentially lower cost alternatives available on BPA. We conduct quarterly meetings (average) with purchasing and/or relevant managers of bond money following April bond vote, and rapid punch response via Dealer Partner and HON Customer support team.

- **Prince Edwards Social Services | Farmville, Virginia**

Wade Bartlett | County Administrator | (434) 547-8837

E:wbartlett@co.prince-edward.va.us

Prince Edwards Social Services has enjoyed HON products over the last 20 years with approximately \$197,000 annual sales volume. In addition, to the quality products, they are happy with HON's lead times and are currently in the process of specifying all HON in their new courthouse in 2020.

Value-Add Services

HON Integrated Design Solutions

The HON Company's Integrated Design Solutions team is a group of expert design professionals who assist our dealers in creating design packages to help offer our customers the best overall solution.

- **Plan & Specify**

The IDS team assists our dealers in creating professional design packages including furniture plans using CET Designer, 3-4 line drawings and a complete bill of materials/parts lists. These provide our customers a complete overview of their furniture projects.

- **Audit**

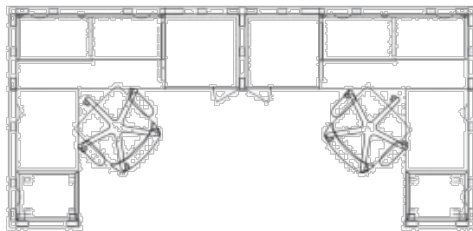
Auditing services are also available through our IDS team to help provide you with the peace of mind, knowing that your drawings and parts lists are complete and accurate. A HON Interior Designer will verify quantities, product compatibility and structural integrity.

- **Value Engineering**

To help our customers optimize their furniture layouts with cost saving product suggestions, our IDS teams provide value engineering options and suggestions.

- **Rendering**

To help our customer's visualize their furniture including fabrics and finishes, the IDS team will provide realistic renderings. These help customers see what their furniture installation will look like, even before it's ordered.



Plan & Specify



Rendering

Tailored Solutions

The Tailor Solutions team at HON is available to assist our OMNIA Partners members if the product solution they are looking for include structural and dimensional modifications to existing standard product and requests for discontinued HON product. Some of these modifications include:

- **Special Laminates**

Special laminates include requests for laminates not available as part of HON's standard offering

- **Dual Fabric Applications**

Use a dual fabric applications request when the product is to be produced with more than two fabrics (e.g., fabric on the seat is different than the fabric on the back for a chair).

- **Special Paints**

If the product solution a OMNIA Partners member is looking for includes using a competitor's paint color, the Tailored Solutions team would be able to assist with trying to accommodate this request.

OMNIA Partners Dedicated Webpage

To help provide OMNIA Partners members with easy access to ordering and contracting information, a dedicated OMNIA Partners webpage on hon.com was created. This dedicated page includes terms of the contract, information on how to place an order with HON, and easy access to all our HON OMNIA Partners dealers.

Visit www.hon.com/market/government/omnia-partners to check out all of these tools.

HON Chair Chooser Tool

The HON Chair Chooser tool makes it even easier to select the right HON seating solution for you. Based off a few simple questions, the tool will help identify the best HON solution that fits your needs. The tool is available on hon.com and can be accessed through multiple channels such as web browsers, tablets, Smartphone's, iPad's and iPhones. The Chair Chooser tool also gives users the ability to download an informative PDF, email their selection, or share their chair on social media. Use the Chair Chooser as a selection tool or as a guide for yourself. The possibilities are endless.

Tab 6 - Additional Required Documents

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.

(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.)

December 5, 2019

Date



Authorized Signature & Title
David Bizak – Vice President, Finance

Proprietary/Confidential Information Public Information Act

Page 3 of Tab 2, Products Pricing, Lines 1-43 of our proposal response includes proprietary information on how HON is changing our go-to-market strategy as it relates to our lead public sector contract; this strategy includes but is not limited to anticipated sales volumes, dealer incentives including not yet announced compensation packages, pricing strategies, etc. These strategies remain strictly company confidential and have not yet been announced to the marketplace; if this information was provided publicly it would cause significant harm and an undue competitive disadvantage in the marketplace. We are requesting to keep this information as confidential.

CONFIDENTIAL

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

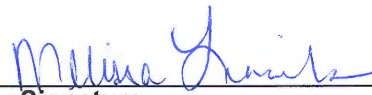
I affirm under penalty of perjury of the laws of the State of Texas that:

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

The HON Company LLC

Contact



Signature

Melissa Lincoln

Printed Name

Contract Manager

Position with Company

Address

200 Oak Street

Muscatine, IA 52761

**Official
Authorizing
Proposal**



Signature

David Bizak

Printed Name

Vice President, Finance

Position with Company

Phone

(800) 466-8694

Fax

(800) 833-3902

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

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:
2019-564255

Date Filed:
11/22/2019

Date Acknowledged:

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

The HON Company LLC
Muscatine, IA 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.

OMNIA RFP 19-18
Office Furniture

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	HNI Corporation	Muscatine, IA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is David Bizak and my date of birth is 7/21/75

My address is 200 Oak Street, Muscatine, IA, 52761, Iowa (state)
(street) (city) (zip code) (country)

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

Executed in Muscatine County, State of Iowa, on the 22 day of November, 2019
(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, David Bizak-Vice President, Finance, as an authorized representative of

The HON Company LLC, 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

12/5/2019

Date

SPECIAL CONDITIONS

Awarded Offerors 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 Offeror is accepted these Special Conditions required by the Federal Emergency Management Agency (FEMA).

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 Region 4 ESC 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 Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

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;

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

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.

Alternative Pricing for Federal Funding

When applicable, such as when products and services are used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing may not include cost plus a percentage of cost or pricing based on time and materials. If time and materials is necessary in an applicable federal funding situation, a ceiling price that the contract exceeds at its own risk will be needed. In addition, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited, the to the 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this 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. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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 by the contracting officer 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 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 section 202 of Executive Order 11246 of September 24, 1965, 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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting 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 non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the

contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "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, 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, 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 considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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 as 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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only 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. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. 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.
- c. 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.
- d. 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.
- e. In contracts subject to the Davis-Bacon Act, 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 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.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) 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.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the 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
- (3) 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.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), 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.
- c. 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 workweek.
- d. 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.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“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 (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 (1) of this section, in the sum of \$10 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 (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or 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 (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **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.”

b. 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.

- c. The regulation at 37 C.F.R. § 401.2(a) currently 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.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 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.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“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 (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), 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 (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), 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.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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).
- c. 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 *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. 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; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. 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 subrecipient.
- e. 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 audit services.
 - (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. 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, its 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 (insert name of subrecipient). 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 (name of state agency serving as recipient and name of subrecipient), 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.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“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.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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, The HON Company LLC, 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. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

David Bizak-Vice President, Finance

Name and Title of Contractor's Authorized Official

December 5, 2019

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. 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. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) 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—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

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. 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.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

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

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), 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.
- (2) 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.
- (3) 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.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must 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. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “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.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must 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.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must 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.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "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."

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

- a. 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. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "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."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation, **if applicable.**

Offeror's Name:

The HON Company LLC

Address, City, State, and Zip Code:

200 Oak Street, Muscatine, IA 52761

Phone Number: (800) 466-8694

Fax Number: (800) 833-3902

Printed Name and Title of Authorized

Representative: David Bizak-Vice President, Finance

Email Address:

HNIgovContracts@hnicorp.com

Signature of Authorized Representative: 

Date: December 5, 2019

RECEIPT OF ADDENDUM NO. 1
ACKNOWLEDGEMENT

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

Company Name The HON Company LLC

Contact Person David Bizak – Vice President, Finance

Signature 

Date December 5, 2019

Crystal Wallace
Region 4 Education Service Center Business Operations Specialist