REGION 4 EDUCATION SERVICE CENTER (ESC)

Contract # R240117

for

FURNITURE, INSTALLATION, AND RELATED SERVICES

with

THE HON COMPANY LLC

Effective: December 17, 2024

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

I. Vendor Contract and Signature Form

II. Supplier's Response to the RFP

III. Request for Proposal and Any Addenda, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of December 17, 2024 by and between 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 24-01 for FURNITURE, INSTALLATION, AND RELATED SERVICES ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

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

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

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

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

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

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

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract. Notwithstanding the foregoing, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

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

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

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

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

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to

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

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo

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

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

Docusign Envelope ID: 3058C82B-F5B5-4A64-A7E6-06D9120ED8F2

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	600 East 2nd Street
City/State/Zip	Muscatine, IA 52761
Telephone No.	800-466 -8694
Email Address	contractmanager@honcompany.com
Printed Name	Eric Schroeder
Title	Vice President, Finance - HNI Workplace Furnishings
Authorized signature	

DS CW Initial AT

Accepted by Region 4 ESC: Corrected to 12/31/2027

Contract No. R240117

Initial Contract Term 12/17/2024 to ~~10/31/2027~~

Region 4 ESC Authorized Board Member — 12/17/2024 Date

Linda Tinnerman
Print Name

Region 4 ESC Authorized Board Member — 12/17/2024 Date

Victor E. White
Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be 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.) 8/13/24 Review

The HON - 10/15/24 - Per Region 4 - all Region 4 exceptions approved

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A, Section 10. Adding Authorized Distributors/Dealers, P.2	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.	~~Contractor is prohibited from authorizing a~~Additional distributors or dealers, other than those identified at the time of submitting their proposal, can be added by Contractor 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 is added to their dedicated website. Purchase orders and payment ~~can only~~ may be made to the Contractor or authorized dealer ~~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.	New

Appendix A, Section 11. Termination of Contract, a) Cancellation for Non-Performance or Contractor Deficiency, P.2-3	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.	Upon receipt of a written deficiency notice, Contractor shall have a reasonable opportunity to cure and 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.	
Appendix A, Section 11. Termination of Contract, c) Delivery/Service Failures., P.3	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.	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 for comparable products in function, cost, and design, within a reasonable time period, for all expenses incurred.	New
Appendix A, Section 11. Termination of Contract, e) standard cancellation, P.3	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.	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 and Contractor will be compensated for work in progress.	New
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.	Similar to current language

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. 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.	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 time of delivery ~~final acceptance~~.	Similar to current language
Appendix A, Section 30 Indemnity, P.6	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.	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 to the extent caused by ~~arising out of or resulting from~~ the negligent actions or willful misconduct 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.	New

Exhibit A, Section 1.1 Requirement, P.31	All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.	All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier or Supplier's Authorized Dealer and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier or Authorized Dealer for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier and/or Authorized Dealer is responsible for knowing the tax laws in each state.	New
Exhibit A, Section 2.2 Pricing Commitment, P.34	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.	Similar to current language

Exhibit B, Section 13 Administrative Fee Reporting, P.44	Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, 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 by the 10th 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' sole discretion.	Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, 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 by the 15~~0~~th 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' sole discretion.	OMNIA Partners will discuss with HON - OK allows for more time to report/pay
Exhibit B, Section 14 Administrative Fee Payment, P.44	Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.	Administrative Fee payments are to be paid by Supplier to OMNIA Partners 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 designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.	OMNIA Partners will discuss with HON OK allow more time

Exhibit F, Federal Funds Certifications, Overview P.53	The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions.	The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.	Acknowledged of Exhibit F, HON as completed the Exhibit F documents as part of the response
Exhibit F, Federal Funds Certifications, Appendix II to Part 200, P.57	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 Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.	
Exhibit F, Federal Funds Certifications, Record Retention Requirements for Contracts Involving Federal Funds, P.60	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.	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. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. 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.	

Exhibit F, Federal Funds Certifications, Certification of Compliance with Energy Policy and Conservation Act, P.60	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).	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). It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order.	
Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, P.60	To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.	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 whether 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.	

Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, (1) P.60	The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.	The Contractor agrees, that when requested prior to Contractor's acceptance of an order, to certify whether its individual products comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.	
Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, Certificate of Compliance, P.60	The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.	The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.	
Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, Certificate of Compliance, P.61	The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.	The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.	
Exhibit F, Federal Funds Certifications, Certification of Applicability to Subcontractors, P.62	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.	

Exhibit F, Federal Funds Certifications, Community Development Block Grants, P.62	Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.	Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided and Offeror is notified prior to order placement, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.	
Exhibit F, Federal Funds Certifications, Community Development Block Grants, P.62	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 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 and as applicable.	
Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, P.64	(Initial Paragraph to this Section) By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.	(Initial Paragraph to this Section) By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities, when applicable, federal funding is utilized, and Supplier is notified prior to order placement that the product and services are needed for a disaster or emergency situation.	
Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, P.66	**Federal Requirements** If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.	**Federal Requirements** If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when applicable, federal funding ~~may be~~ is utilized, and Contractor is notified prior to order placement.	

Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, 3. Equal Employment Opportunity, Item 8, P.68	The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 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.	
Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, Sign-Off, P.81	Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation, as applicable.	Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation~~.~~, as applicable.	

24-01 Addendum 6
The HON Company LLC
Supplier Response

Event Information

Number: 24-01 Addendum 6
Title: Furniture, Installation, and Related Services
Type: Request for Proposal
Issue Date: 4/11/2024
Deadline: 6/13/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

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

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

NON-MANDATORY PRE-PROPOSAL CONFERENCE #2

Meeting to be held on
Wednesday, May 1, 2024 at 10:00 am CST
via ZOOM. Click here to join.

Meeting to be held on
Wednesday, April 24, 2024 at 10:00 am
via ZOOM. Click here to join.

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

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

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	600 East 2nd Street
City/State/Zip	Muscatine, IA 52761
Telephone No.	800-466-8694
Email Address	contractmanager@honcompany.com
Printed Name	Eric Schroeder
Title	Vice President, Finance - HNI Workplace Furnishings
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

The HON Company LLC Information

Contact: Christine McCormick
Address: 600 E 2nd Street
Muscatine, IA 52761
Phone: (800) 466-8694
Email: contractmanager@honcompany.com
Web Address: www.hon.com

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

Eric Schroeder
Signature

contractmanager@honcompany.com
Email

Submitted at 6/10/2024 11:47:58 AM (CT)

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

OFFER AND CONTRACT SIGNATURE FORM_HON.pdf

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

Appendix B - Terms & Conditions Acceptance Form

Appendix B - Terms Conditions Acceptance Form.pdf

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

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

Acknowledgment and Acceptance of Region 4 ESCs Open Records Policy.pdf

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

OMNIA Partners - Exhibit F Federal Funds Certifications

Exhibit F - Federal Funds Redlined_HON.pdf

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

Value Add

Attribute 52_Value Add_HON 632024.pdf

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

Antitrust Certification Statements

Antitrust Certification Statements_HON.pdf

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

Certificate of Interested Parties (Form 1295)

Certificate of Interested Parties (Form 1295)_HON.pdf

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

Diversity Program Certifications

No response

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

Minority Women Business Enterprise Certification

No response

Please upload Minority Women Business Enterprise Certification if applicable.

Submit FEIN and Dunn & Bradstreet report.

FEIN and Dunn & Bradstreet report_HON.pdf

Upload FEIN and Dunn & Brandstreet report here.

Products and Pricing

Pricers_HON HBF.zip

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

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

No response

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

Historically Underutilized Business (HUB) Certification

No response

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

Texas Government Code 2270 Verification Form

Texas Government Code 2270 Verification Form_HON.pdf

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

Additional Agreements Offeror will require Participating Agencies to sign.

No response

Upload any additional agreements offeror will require Participating Agencies here.

Historically Underutilized Business Zone Enterprise (HUBZone)

No response

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

Other recognized diversity certificate holder

No response

Please upload other recognized diversity certificate holder if applicable.

OMNIA Partners - Exhibit F Federal Funds Certifications

Exhibit F - Federal Funds Redlined_HON.pdf

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

OMNIA Partners - Exhibit G New Jersey Business Compliance

OMNIA Partners - Exhibit G New Jersey Business Compliance_HON.pdf

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

Response Attachments

Attribute 12_Warranty_HON HBF.pdf

Warranty

Attribute 47_Authorized Distributors Dealers Listing_HON.pdf

Authorized Distributors Dealers Listing

HNI_2022_CSR_Report.pdf

HNI 2022 CSR Report

HON COI.pdf

HON Certificate of Insurance

HON Cover Letter.pdf

HON Cover Letter

Products and Pricing_HON Discount Matrix.pdf

HON Discount Matrix

Bid Attributes

1 Oral Communication

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

☑ I have read and agree.

2 Scope of Work

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

3 Terms and Conditions

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

4 Products/Pricing - Upload on Response Attachments Tab

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

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

5 Is pricing available for all products and services?

☑ Yes

☐ No

6 List the category or categories you are offering.

HON and HBF are proposing their complete catalog of products and services including, but not limited to, the following categories: Systems Furniture; Freestanding Furniture; Seating/Chairs; Soft Seating; Filing Systems; Storage and Equipment; Cafeteria Furniture; Learning Spaces Furniture; Educational Office Furniture; Related and Ancillary Products, Accessories, and Solutions; and Services and Support Solutions

7 Furniture Offerings

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

Our proposal includes access to all new HON and HBF products and accessories; these products are offered based upon a discount off of list pricing. If you're interested in purchasing parts for our products, our Customer Support or an approved authorized dealer can provide pricing and support. Used furniture, trade-ins, leasing/financing options, service and repairs not covered by our warranty are not offered by The HON Company. Our authorized dealers may provide a quote a case-by-case basis, however these offerings will not be included as part of our contract offering.

8 **Minimum Quantities**

Describe any minimums quantities.

There are no minimum quantity requirements for the OMNIA Region 4 contract. We offer an attractive discount structure which provides higher discounts based upon the list size of the order, including a negotiated tier for large projects.

9 **Custom or special orders**

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

HON offers a wide array of product choices from tables to seating to systems components.? However, in the instance you cannot find a solution that works for your project, we offer the option to customize our standard products.??Pricing for our customized products is dependent upon the modification requested; list pricing for the custom item will be provided at time of request on a case-by-case basis. Customized list prices are not included in our standard list pricer. ? HNI and HON are well versed in creating solutions to meet a customer's specific needs. Approximately 85% of our large projects contain customs that range from fabrics and finishes to the use of new materials, or alterations to existing products, or the creation of new solutions. We have a dedicated Tailored Products Group (TPG) who works closely with our sales team and customers to confirm the quality and safety of our customized products. Our Close the Deal (CTD) team physically mocks-up a sample of commonly large orders and significant specials, allowing us to evaluate the custom product itself and in the context of its eventual environment to ensure it meets all requirements.? Custom product for large jobs is essentially a single customer standard. All prints and bills of material are executed at the same level as a standard product. Once they are initially completed, they flow seamlessly thereafter. Our TPG team meets daily with Operations and Supply Chain to ensure the custom requests in house advance as planned, and to review new requests to make sure the entire team is prepared and committed.? We offer an ability to deliver tailored product solutions in a seamless manner. Because HON manufactures our special applications products in-house, we have much better control of quality, cost, lead times, and warranty than other manufacturers. It's the best of both worlds: the responsiveness of a custom shop, with the resources of a large manufacturer.? Specials may include:? • Custom sizes? • Special laminate requests – fulfilling requests for laminates not available in our standard offering • Special paint finishes – assisting with requests for competitor's paint colors • Special fabric applications – accommodating requests for products with more than two fabrics • And MORE!? Please contact your dealer partner or salesperson, to start the custom process.?If the special is approved, a list price will be provided, and it will be assigned a "SPL" model number to manage the product through the order process.

10 **Describe ordering methods, tracking, and reporting.**

HON will be utilizing our nationwide network of authorized dealer partners to provide quoting, ordering, delivery, and services to our mutual customers. Summary of the ordering process: contact an authorized dealer, who will provide a detailed quote and instructions on how to create a PO; send the completed PO to the authorized dealer, who will review your order for accuracy and submit it directly to HON; HON and our authorized dealer, will work through delivery, installation, and issue resolution. HON and HNI use a supply-chain visibility platform named FourKites for tracking HON shipments. This service provides our Customer Support teams with real-time updates and visibility to shipments across the country. Authorized dealers place orders using a specific contract number assigned to the OMNIA contract for ease and accuracy of capturing OMNIA associated sales volume to meet reporting requirements and deadlines.

11 **Shipping Costs**

Describe any shipping charges.

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

Deliveries shall be freight prepaid, FOB Destination and will be included in all pricing offered unless otherwise stated in writing. ? Dock delivery is included in our offered discounts and requires purchaser to off-load the shipment. Delivery location must have a dock and proper 53' trailer clearance. ? Inside delivery includes the authorized dealer off-loading the product into the facility. ? Deliver and Install includes receipt, inspections, and assembly of items delivered to specified areas of the facility by the authorized dealer. Additional charges will apply for inside delivery and installation which will be quoted on a project-by-project basis.

12 **Warranty Pricing**

Provide pricing for warranties on all products and services.

HON products are backed by the industry-leading HON Full Lifetime Warranty at no additional cost to the customer. 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. Please view Attribute 12_Warranty attachment for a printed version.

13 **Describe any return or 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 and HBF 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 or HBF 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.

14 **Discounts or Rebates**

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

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 some typical examples of the added ways HON can support our customer's procurement requirement needs. These incentives are negotiated on a per opportunity basis: • Additional pricing incentives for sole source agreements, committed volume, bulk buys and product standardization. • As noted above, we also offer negotiable pricing on individual projects based upon total list order size.

15 **Verification of Contract Pricing**

Describe how customers verify they are receiving Contract pricing.

Ensuring Participating Agencies feel confident they are receiving accurate pricing and products under our Master Agreement is important to HON. There are multiple ways in which we approach compliance. For example, 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 OMNIA Partners contract. HON has developed several tools our dealers can utilize to ensure eligible contract users receive accurate pricing, they include Compass and the Contract Summary Document. Please view Attribute #82 for more information about ensuring accurate contract pricing.

16 **Payment Methods**

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

Payments can be made to The HON Company via check, credit card, EFT, ACH, or wire transfer. For payments by credit card, please contact our 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 submit a request for approval from Region 4 ESC prior to implementation.

17

Frequency of Pricing Updates

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

Pricing adjustments are generally requested on an annual basis after HON has announced the nationwide increase. Certain economic factors could warrant the need for a more frequent request. We will submit the proposed price increase in compliance of Region 4 and OMNIA Partners contract guidance. At no time will standard discounting to Region 4 and OMNIA Partners change during the term of the contract, unless the change results in more favorable pricing for the end customer. Price increases will be proposed to list price only and will generally be based upon supplier and material cost increases.

18

Future Product Introductions

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

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. New products are generally introduced quarterly and will be priced similarly to like products within a product category. For instance, new task seating products will receive the same discount as current task seating products on contract. If, for some reason, new products do not adequately align with current categories, we will submit our new products for consideration with an explanation as to why they do not meet the current criteria. HON will follow the requirements of the contract for new product introductions.

19

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

In the effort to keep HNI products out of the landfill, even after years of regular use, our company is actively researching ways to give our products a second life. To this end, we have partnered with Asset Network for Education Worldwide® (ANEW ®), a non-profit founded in 2004 to repurpose used office furnishings. Through HNI's partnership with ANEW®, customers can repurpose their products, support local and national organizations, and reduce waste. Many of our dealers have Furniture Take Back, Pre-Owned Furniture, and Decommissions Programs to help with these efforts and support their local communities, such as donating furniture to local organizations. Additionally, we provide disassembly diagrams and environmental data sheets for our products. These documents detail information on product materials and recyclability. They are intended to inform and support our customers on how to effectively recycle our products at the end of their useful life.

20

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

Product loaner programs are not available at this time. Should we introduce this as an option in the future, we will work with OMNIA to understand if it is mutually beneficial to this service to our contract.

21

Describe experience with Prevailing Wage and Bacon-Davis.

The HON Company, utilizing our authorized dealer partners, has decades of experience servicing public sector agencies. Prevailing wage and Davis-Bacon Act requirements are familiar provisions found in many of HON's public sector contracts. HON monitors and maintains contract compliance with applicable federal and state regulations. Since authorized dealers perform or facilitate services on behalf of HON, we flow down prevailing wage and Davis-Bacon Act contract requirements to our authorized dealers and require each to certify compliance with such provisions prior to receiving authorization to service HON's public sector contract.

22

Not to Exceed Pricing

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

23

Special Offers/Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the no-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

24

Federal Funding Pricing

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

☑ Agree

☐ Disagree

25

Appendix D, Exhibit A, OMNIA Partners Response for National Contract

Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

26

Appendix D, Exhibit B, OMNIA Partners Administration Agreement

The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

27

Appendix D, Exhibits F and G

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

28

Emergency Orders

Describe how Offeror responds to emergency orders.

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. HON 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.

29

What is Offeror's average Fill Rate?

For HNI and HON , fill rate equates to lead time. Our Compass software allows dealers to create quick and accurate quotes that immediately provide them with estimated lead times. Should a product have extended lead times, our authorized dealer will work with the customer to provide alternative solutions rapidly. On average, our lead times range from 4-6 weeks, at times as fast as 3 weeks. Our promise to deliver durable, reliable products efficiently and quickly remains intact. Like most manufacturers, our business has been impacted by the market dynamics effecting demand, supply chain and logistics, and labor. HNI has developed and deployed a strategic response plan to address these dynamics and mitigate the impact to our valued clients.

30 **What is Offeror's average on time delivery rate?**

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

We monitor Complete and On-time shipments and report results to leadership daily. We maintain a 97% complete shipment result and a 95% on-time performance metric for truckload deliveries. Transit times and conditions vary based on size, distance and final destinations. HON and HNI use a supply-chain visibility platform named FourKites for tracking HON shipments. This service provides our Customer Support teams with real-time updates and visibility to shipments across the country. Authorized dealers place orders using a specific contract number assigned to the OMNIA contract for ease and accuracy of capturing OMNIA associated sales volume to meet reporting requirements and deadlines.

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

The HON and HNI delivery model is unequaled for on-time delivery performance using a measurement called Complete and On-time (COT) to assess delivery performance. Our COT is tracked on a daily basis in all of our manufacturing facilities. The industry standard for on-time performance is to be measured in weekly increments however, this type of approach overlooks daily performance failures and disguises the true impact on the client. At HON, we calculate COT by dividing units produced by units scheduled to get a daily score. Examples of these metrics are below: Measuring COT for Production: Units produced divided by units scheduled equals percent complete. Distribution COT: Orders shipped divided by orders dispatched by hour equals percent COT. We monitor Complete and On-time shipments and report results to leadership daily. We maintain a 97% complete shipment result and a 95% on-time performance metric for truckload deliveries.

32 **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 and HBF 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 or HBF 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.

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

Please reference our complete warranty information on https://www.hon.com/warranty or in the attachment Attribute 12_Warranty. After the project is completed, in the event of a warranty issue, our authorized dealers will continue to provide support to our customers. The warranty process begins with the authorized dealer using our Quick Claim Tool. 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 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. Customer Support will notify the dealer of the resolution plan and any additional information (including order numbers).

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

Our Customer Service team can provide sales, product information, and warranty services between the hours of 8:00 am and 5:00 pm CST, Monday through Friday. In addition, we accept emails and orders 24 hours a day and commit to respond to all inquiries within 8 hours of receipt during normal business hours, striving for complete resolution in 48 hours or less. General inquiries and warranty claims are processed by a team of service professionals following a 'Quick Claim' process. Orders greater than $500K list are assigned to a project coordinator to streamline order entry, align production and delivery schedules based on your requirements, and monitor for speedy punch resolution. The dedicated project coordinator maintains close contact with the servicing dealer from the time of award until completion, supporting the planned installation timeline. If an issue is unresolved in a timely manner, we involve our CS leadership team to get resolution.

35 **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.**

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. There are no additional fees when using a credit card/p-card for payment. Please note that payment terms and acceptable methods of payment can be found in Attribute 16.

36 **Transition Plan**

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

Within 30 days of the award, The HON Company will: • Partner with OMNIA Partners, at their discretion, to create and launch a co-branded press release announcing the new contract award. • At OMNIA Partners direction, we will 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 HON. In addition, HON 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 where applicable • Meet with authorized dealers 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 marketing material 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.

37 **Describe the financial condition of Offeror.**

HON is a wholly owned subsidiary of HNI Corporation; it is our policy not to disclose financial information by brand. HNI Corporation is publicly traded on the New York Stock Exchange under the symbol HNI (NYSE: HNI). HNI Corporation had the following revenues for the past 3 years: 2023 $2,434,000,000 2022 $2,361,800,000 2021 $2,246,947,000 In fiscal 2023, HNI Corporation had net sales of $2.4 billion, of which $1.7 billion was attributable to the workplace furnishings portion of our business. HNI Corporation has a financial rating of 5A2 with Dun & Bradstreet – the best available rating. To review the Annual Report, please visit https://investors.hnicorp.com/financials/annual-reports/default.aspx.

38	**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/industry/government/omnia-partners. This website provides access to the most current price list, discount matrix, contract requirements, and ordering contact information to assist agencies in finding information quickly and is accessible without a login or password. Multiple resources are available for download on our dedicated OMNIA website including; how to order information, government look-book, HON-OMNIA digital lookbook, HON-OMNIA education lookbook, authorized dealer list, and HON NOW (quickship) program overview. We also provide digital tools to make the specifying and purchasing process easier, such as our Award Winning CET extension, Product Configurator, Digital Catalog with enhanced content including videos.

39	**Describe the Offeror's safety record.**

In 2022, HNI set ergonomic goals for manufacturing for the first time in company history. Members are empowered to recognize ergonomic hazards, identify early warning signs of work stress, and apply principles of prevention from product development through product manufacturing and product delivery. HNI members consistently work safer than the industry average. With our insistence that members report all concerns, including strain/sprain discomfort, our Restricted Duty Incident Rate is higher than the industry average but has resulted in a significantly lower Recordable Lost Time Incident Rate. Current HNI Workplace Furnishings rates: • 12-month OSHA Recordable Incident Rate 2.72 • 12-month OSHA Restricted Duty Rate 1.48 • 12-month OSHA Recordable Lost Time Incident Rate 0.47

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

We continue to build on our strong foundation and launch new initiatives to lead HNI into the future. These initiatives are based on our belief that tomorrow must be more inclusive, safer, and more sustainable than yesterday to meet the pressing challenges ahead. We anchor this work in our corporate social responsibility (CSR) strategy called CORE: Conscious Operations and Responsible Environments. CORE is HNI's blueprint for the future to promote respect and a place for all members, reduction of our environmental and climate impacts, and creation of more sustainable products. Our CSR report is updated every two years and can be viewed publicly on HNICorp.com. Additionally, ad-hoc environmental reporting and reviews can be provided upon agency's request. Please review attribute 63, the attached HNI 2022 CSR Report, and visit https://www.hnicorp.com/social-responsibility for more information.

41	**Describe any social diversity initiatives.**

HNI and HON are dedicated to fostering an inclusive workplace through HNI Belong, a broad-ranging strategy deeply rooted in our culture of fairness, respect, integrity, trust, transparency, and collaboration. Our commitment to HNI Belong and Diversity, Equity, and Inclusion (DEI) reflects HNI's core belief in creating a community for everyone where we value using each other's differences in experiences and ideas to solve problems and better serve our customers. HNI Belong focuses on three key areas: Leadership Commitment and Alignment, Diverse Talent, and Inclusive Workplace and Member Engagement. Please review attribute 64, the attached HNI 2022 CSR Report, and visit https://www.hnicorp.com/social-responsibility for more information.

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

Successful adoption relies on unified teams working together to ensure clear understanding of intent, expectations, and desired outcome of new policy, process and or procedure. Our sales team, customer support team, and dealer partners, have extensive experience working with the OMNIA Partners contract. When OMNIA adopts a new policy, process, or procedure, our compliance team ensures understanding, our learning & development team aligns terminology to the culture and determine the correct training methodology while our leaders and sales members disseminate this information to our internal teams as well as our dealer partners through various means such as training sessions, marketing materials, and sales resources. Furthermore, we ensure that the dedicated OMNIA website, accessible to our sales members, Government Customer Support Team, and dealer partners, is regularly updated with the latest information.

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

The HON Company is headquartered in Muscatine, Iowa and was incorporated in 1944 as Home-O-Nize. Eventually we began using the acronym HON that people know today. In addition to our Muscatine manufacturing facilities, we also have manufacturing facilities strategically located throughout the United States and markets our products through a nationwide network of loyal dealer partners. Today, HNI Corporation manages multiple office furniture brands - including Allsteel, Gunlocke, HBF, and HON. 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.

44 **Describe Offeror's reputation in the marketplace.**

HON is a trusted leader and a highly recognized name in the office furniture industry. We've earned the respect of our partners, customers, suppliers, and community but also the recognition of several business, industry, and design publications - manufacturing and distribution awards. We take pride in crafting office furniture with quality and style. Our breadth of products reflects a keen understanding of the workplace. This is why our product innovations are strongly focused on responding to the needs of our customers. HON has a team ready to listen and understand our end users' specifications to create the best solutions. We strive for flawless execution and have the capacity to support hundreds of trucks daily, shipped nationally and internationally. For over 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 in all aspects of our business.

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

At HON, we create award-winning workplace and educational solutions that celebrate fresh designs and clever features, built to stand the test of time. Your vision is our vision—working with HON means never sacrificing quality or style to create the space you want and deserve. HON products are backed by the industry-leading HON Full Lifetime Warranty. HON has received numerous product awards over the years including Wirecutter's Most Popular Picks of May 2023 and Forbes Vetted: Best Office Chair for Ignition 2.0, People's Choice Best Furniture & Design product for Flexion, and Interior Design 2023 Best of Year Awards for Confetti in the Educational Furniture category. In addition, in 2024 HNI Corporation was named as One of the Best Companies to Work For as well as being listed as #31 of 500 of America's Most Responsible Companies.

46 **Describe the experience and qualifications of key employees.**

Ric Andersen - VP and GM, Sales and Service. Ric directs all nationwide commercial contract business 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. Misael Munoz Director, Regional Sales Public Sector. Misael develops and executes sales strategies tailored to government and education sectors and collaborates with cross-functional teams to ensure alignment with our go-to market and client expectations. Christine McCormick, Public Sector Senior Contract Analyst. Christine will serve as the main contact for the Contracting Administration. With over 23 years of experience in the office furniture industry, she is a highly skilled and knowledgeable contract analyst with previous roles at HNI in Sales Operations and Customer Support. Christine is responsible for overseeing the public sector and local government contracts.

47 **Authorized Distributors/Dealers Listing**

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

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

Please view attachment Attribute 47_Authorized Distributors Dealers Listing for our list of authorized dealers. The HON Company is proposing to add dealers without prior written approval from Region 4. We are committed to keeping an updated dealer list on our dedicated website and notifying Region 4 and OMNIA when any adjustments occur.

48 **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. 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 lead nationwide public sector cooperative contract that is offered in all 50 states. We have an experienced and dedicated cross-functional Government team that includes sales, service, marketing, finance, technology, and contract management. 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. 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.

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

HON is a wholly owned subsidiary of the HNI Corporation which is a fortune 1,000 company. HNI 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.

50 **References**

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

Cypress Fairbanks School District | Houston, TX | Debbie Garcia | (832) 904-1793 | deborah.garcia@cfisd.net | 97 Schools in Cypress Fairbanks School District - Cypress Fairbanks District in Houston, Texas had a bond passed in 2019 to build or renovate 71 schools in Harris County since 2019 with $15.5 million. The HON Company has provided furniture to many of these bond projects but most notable, Sprague middle school in 2023 resulting in $1.9 million list award providing students with furniture that meets the needs of 21st century learning. Upcoming projects include Sampson, Tibbs, Post, and 8 other elementary school projects for summer 2024 install. Cypress Fairbanks School District has 61 elementary schools, 21 junior high schools and 15 high schools and is the third largest school district in the state of Texas. NOLA Education | New Orleans, LA | Kyle Clark | 504-250-3461| kclark@nolaed.edu | NOLA Education, a private company, leads an academic program in public schools across the United States, dedicated to enhancing the academic performance of underperforming students. Since 2020, The HON Company has successfully managed projects exceeding $10 million list in value for NOLA Education in various schools nationwide. Our commitment to fostering premier learning environments is reflected in our high-quality furniture solutions, designed to enhance educational experiences for both teachers and students. We recently received an additional order of $1.7 million list for several schools in the Midwest, further cementing our partnership and shared dedication to educational excellence. County of York Pennsylvania | York, PA | James D. Runshaw Director of Facilities | 28 East Market St. York PA 17401 | 717.324.5395 | JDRunshaw@YorkCountyPA.gov | Multiple County and City Projects – The HON Company has been a standard for the County of York for the past 24 years servicing nine of their county building for all furniture needs. The County of York services 440,000 people and is known for their big city amenities, with small town charm. HON 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. Des Moines Public Schools | Des Moines, IA | Jamie Wilkerson | 515-242-7700 | james.wilkerson@dmschools.org | Des Moines Public Schools is the largest school district in Iowa with having 71 facility buildings district wide. Since 2013, HON has processed $10M+ list worth of projects at these various facilities as they look to improve their schools and facilities. We (HON) are continuously cultivating premier learning environments and will soon be adding an additional focus specifically around furniture needs for the teachers as Des Moines Public Schools is looking to retain and attract the top talent of educators. Jackson Elementary School is the most recent project that will be installing this summer ('24) of around $400K list.

51	**Value Add** Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Please see our Value Add Attachment uploaded to Attribute #52 for additional enhancements that HON has to offer, including ? HON NOW, ? 2-day customized seating options, ? Textile Innovations, ? Product Configurators, etc…
52	**Value Add** Furniture and related products not noted in categories can be included as a Value Add, include any fees such as installation, delivery options, setup/cleaning, design/layout, custom, special orders, etc.
53	**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.
54	**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.
55	**Additional Investigations** Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.
56	**Supplier Response** Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

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

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". 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 leftover 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. Today, HNI Corporation manages multiple office furniture brands — including HON, Allsteel, Gunlocke, and HBF. But it all started with HON, and we're still the largest operating company under HNI. A lot of people perceive premium design as synonymous with high prices. But that's a concept we flat-out reject. Why should a chair made with quality materials and thoughtful craftsmanship only be available to a certain set of customers? It's a question that's driven our company since 1947, when the first HON office furniture was released. And it still does today. We use our expertise in industrial design, product modeling and scalable production to create modern, quality office furniture that's available for everyone—not just huge corporations with limitless budgets. For 75 years, we've advocated for a design process focused on efficiency and scalability—a process we continue to refine to deliver award-winning workplace and educational solutions at affordable prices. Today, our designs encourage organizations everywhere to provide the workplace amenities their employees expect while fostering productivity, focus, and collaboration. Since 1982, HON has been a leading federal contractor of office furniture. 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 lead nationwide public sector cooperative contract that is offered in all 50 states. References noted in Attribute 50 provides additional details on our experience providing similar products and services to our customers.

58 **Total number and location of salespersons 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. Inside Sales and Support: 27 Business Development Managers/Associates: 65 Regional Market Managers: 6 Regional Vice Presidents: 2 Director, Regional Sales: 2 Director of Public Sector Sales: 1 Education Sales Managers: 3 VP and GM, Sales and Service: 1

59 **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 600 East 2nd Street, Muscatine, IA 52761 HON has resource centers located in the following markets for use by customers: Muscatine, IA New York, NY Washington, DC HON understands that our government, public sector, and non-profit customers often have their own unique set of needs. Our dedicated Government Customer Support team. is located 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 GovernmentSupport@hniworkplacefurnishings.com. Our general customer service line is also available from 7 a.m. – 6 p.m. Monday through Friday CST to ensure support of all time zones.

60 **Annual sales for the three previous fiscal years.**

$2,434,000,000

61 **Annual sales for the three previous fiscal years.**

$2,361,800,000

62 **Annual sales for the three previous fiscal years.**

$2,246,947,000

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

HNI's corporate social responsibility mission drives us to respect people, reduce our impacts, and redefine tomorrow by fostering transparency and empowering our members to do and be better. In 2020, HNI developed our first carbon emission reduction targets that were approved by the Science Based Targets initiative (SBTi). These targets are in line with the GHG reductions required to meet the Paris Agreement goal of keeping global warming below 1.5 degrees Celsius. HNI is working to reduce absolute combined Scope 1 and 2 GHG emissions 35% by 2025 from 2018 baseline and reduce Scope 3 GHG emissions 40% per ton of products sold by 2035 using innovative product life cycle assessments. Since 2020, HNI has sourced 100% renewable electricity for global operations. Since 2018, we reduced combined Scope 1 and 2 GHG emissions by 64%. HNI joined RE100, a global corporate leadership initiative led by the Climate Group in partnership with CDP. As a member, HNI pledged to source 100% renewable electricity annually by 2030, which we met in 2020 and will continue to meet annually. We were recognized as one of the EPA Green Power Partnership's National Top 100 green power users for our efforts. Our goal is to cut our energy intensity by 50% by 2035. In our 2022 baseline energy audit, we discovered that our intensity has risen since 2018, and our total energy usage has declined. Absolute energy has decreased almost 8% from 2018. By 2030, HNI aims to achieve zero waste to landfill for all facilities. We diverted over 70,000 tons of waste from the landfill in 2021 and 2022. The majority of HNI waste (63%) is now recycled or diverted from the landfill. The solid waste produced in our facilities (37%) goes to the landfill. Since 2018, our total water consumption has decreased by 30%. We design products to be repairable by providing replaceable parts, and we educate our customers, dealers, and installers on ways to fix or retrofit products to make them last longer. Our products meet or exceed industry performance standards, which typically represent a 10-year lifespan. When our products do finally reach the end of their useful lives, we want to see component materials recycled locally and kept out of landfills. We provide environmental data sheets and disassembly diagrams to our customers, which detail the materials used in the products and provide guidance on which components can be recycled. As of 2022, we have 34 Environmental Product Declarations and plan to continue this work annually. By 2025, we are aiming to understand the chemical constituents down to 100 parts per million (ppm) for 100% of our materials by spend across the portfolio. Our packaging is the first point of contact between customers and our products. HNI is focused on eliminating all non-recyclable packaging materials by 2025, including eliminating Styrofoam. As of the end of 2022, our HNI Workplace Furnishings division omitted nearly 3.2 million parts of EPS from product packaging and achieved over 46% reduction. Our product development teams continue to identify packaging solutions, and in the process, have found several types of non-recyclable foam beyond EPS that are used in our product packaging. In several cases, we have been able to replace the non-recyclable foam with recycled corrugated cardboard, and we are continuing to research alternative materials. This requires engineering design and testing to ensure uncompromised product delivery and quality. Please review the attached HNI 2022 CSR Report or visit https://www.hnicorp.com/social-responsibility for more information. HNI is proud to announce that we will be completely free of intentionally added PFAS in our standard textiles and finishes in July of 2024. We are actively working with our suppliers and partners to transition our finishes to PFAS free versions, so that we able to provide quality product without harsh chemical treatments.

6 4 **Diversity Programs**

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

HNI comprises the brands of Allsteel, Gunlocke, HBF, and HON. HNI maintains various levels of supplier diversity, for both direct and indirect supply chain requirements. At HNI, we recognize the value of offering opportunities to small, minority, woman-owned, SDVOB, HUB, HubZone and other historically disadvantaged businesses that meet our primary objective of unrivaled product quality. HNI actively evaluates global supply sources and their abilities to offer total cost reduction, without sacrifice to our primary objective of supreme product quality. Our philosophy is to select trading partners based on capabilities and essential business criteria. HNI and HON plan to maximize MWBE participation in the OMNIA Region 4 contract by partnering with our local trade partner for services such as project management, design, delivery, installation, and service after the sale. We are confident that the model we propose will be both relevant and authentic based on service level capabilities, proven track record, and strong infrastructure to support this contract. It is our goal to seek true partnerships with diverse suppliers, distributors, and service providers that provide us the opportunity to deliver the best quality, value, and performance. We have dealers with the Small Business, HubZone, SDVOB, MWBE certifications nationwide. Certifications can be requested from the authorized dealers by eligible Purchasing Agencies. There are no additional costs associated with OMNIA Partners customers accessing our dealer partner network to support diversity.

65 **Minority Women Business Enterprise**

☐ Yes
☑ No

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

No response

67 **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise**

☐ Yes
☑ No

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

No response

69 **Historically Underutilized Business (HUB)**

☐ Yes
☑ No

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

No response

71 **Historically Underutilized Business Zone Enterprise (HUBZone)**

☐ Yes
☑ No

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

No response

73 **Other recognized diversity certificate holder**

☐ Yes
☑ No

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

No response

75 **Contractor Relationships**

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

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. Certifications can be requested from the authorized dealers by eligible Purchasing Agencies.

76 **Describe how supplier differentiates itself from its competitors.**

HON is the commercial and educational furnishings brand that helps customers make their space work, with lasting function customers can depend on, a fresh look, and clever features, all at a reasonable price. HON customers benefit from our decades of manufacturing experience and expertise, extensive product line, and broad dealer network. And they can be assured of HON's commitment to flawless orders, on time and accurate every time. We take the time to understand our customers' environments and goals, to create workspace solutions that work best for them. 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 product development process is our product line called SoCo™, which launched this year. SoCo—an intuitive modular lounge series designed to encourage the ease of both collaborative and focused work—offers ample comfort, unlimited configuration possibilities, and a soft, tailored aesthetic for productive shared spaces. Actions speak louder than words, but our words must also explain how we act. A key function of our "customer first" mission is how we communicate; this is a complex, often-overwhelming industry, and our goal is to make buying furniture easier. We partner with our authorized dealers who service our customers on a local level. Our authorized dealer partners are ambassadors of our brand and are held to our high service standards through dealer agreements. With our extensive network of authorized dealers HON can service any customer anywhere in the U.S. We also provide them with the right tools to make the specifying and purchasing process easier, such as our Award Winning CET extension, Product Configurator, Digital Catalog with enhanced content including videos. We recently adopted "make your space work" into our communications, and it's more than just a tagline. It's a four-word statement about what HON products can help customers achieve. "Make your space work" means something very personal to every single customer who encounters that message. We have a cohesive energy across the company, and we have the ability to be relevant to every different customer and their needs. This approach, like many others at HON, is holistic; it's an all-hands-on-deck effort across departments to ensure customers have access to the products and solutions they need and when they need them. Those elements allow us to differentiate ourselves from our competitors 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. HON 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.

77 **Litigation, Bankruptcy or reorganization**

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

HON is a wholly owned subsidiary of the HNI Corporation. HNI 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 company'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 company's financial condition, although such matters could have a material effect on the company's quarterly or annual operating results and cash flows when resolved in a future period.

78 **Felony Conviction Notice**

Indicate if the supplier:

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

☑ Yes

☐ No

79 **Debarment or suspension actions**

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.

80

Distribution, Logistics

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

At HON, we create award-winning workplace and educational solutions that celebrate fresh designs and clever features, built to stand the test of time. Your vision is our vision—working with HON means never sacrificing quality or style to create the space you want and deserve. Task, Multipurpose & Lounge Seating - Like a trusted co-pilot, your office chair should be intuitive, supportive, and adaptable. Whether you're brainstorming with colleagues in a conference room or putting the finishing touches on a solo project in a private office, we're designing ergonomically minded task seating that keeps busy people comfortable, focused, and productive, no matter where the day takes you. Desking & Casegoods- Whether you take most of your meetings from a quiet corner office or you're brainstorming in an energetic shared space, your desk determines the efficiency and organization of your workflow. From height-adjustable capabilities to integrated power hubs to smart storage additions, HON's got a command central that delivers powerful performance you want and deserve. Tables - A well-designed, expertly crafted table is the conduit every collaborative space needs to stay connected. With mobile and height-adjustable options, customizable aesthetics, and thoughtful attention to detail, HON's adaptable, multipurpose table collection encourages engagement and productivity with seamless ease. Storage, Vertical & Lateral Files - Has gone beyond simple filing cabinets and lockers. Whether you want a colorful, personalized place to stash your protein bars and running shoes or a comprehensive, multifunctional system that protects important paperwork, we're changing the way workplaces stay organized and on task. System & Pedestals - Workflow may vary during the week, but the efficiency of where you get it all done shouldn't. Busy professionals need a customized HQ that meets the demands of the day. And to us, that means dependable, flexible workstations that keep you focused, organized, and ready to succeed. Education - Today's comprehensive classroom goes beyond simple desks and chairs. At HON, we're thinking outside the box when it comes to education environments, and that means a comprehensive portfolio of dynamic, multipurpose solutions designed to spark imaginations, encourage inclusivity, and support connection in every space of every school. 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. Hickory Business Furniture, dba HBF, warrants to the original purchaser that its products are free from defects in materials and workmanship for a period of twelve (12) years from date of shipment, except as noted below. This warranty applies to single shift (standard 8-hour day, 5 days per week) use, and covers products delivered in the Americas: Canada, the Caribbean, Latin America, Mexico and the United States.

81

Distribution

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

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 over 599 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.

82 **Distribution**

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

Ensuring Participating Agencies feel confident they are receiving accurate pricing and products under our Master Agreement is important to HON. There are multiple ways in which we approach compliance, below is an overview of how Participating Agencies can confirm they are receiving products in accordance with the Master Agreement. Through our authorized dealers: 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 OMNIA Partners contract. HON has developed several tools our dealers can utilize to ensure eligible contract users receive accurate pricing, they include Compass and Contract Summary Document. Compass is our online pricing tool made available to dealers. Compass provides exact net pricing for eligible products, based upon order size, discounts, and list prices approved on the contract. Compass allows dealers the ability to create quick and accurate price quotes for customers. The Compass tool ensures our dealers can provide agencies with accurate contract pricing and products – reducing the need for agencies to issue modifications. Participating Agencies can request a copy of the Compass quote through our authorized dealer partner or can contact HON directly. Our contract summary document provides our dealers with an overview of the pricing, products, and terms and conditions, including an overview of eligible customers, products approved under our contract, list pricer in effect, pricing for approved services, product discounts, and ordering instructions. A contract summary document is completed for each individual state that executes a Participating Addendum. Through our 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 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. 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 Systematic Parameters (Oracle EBS): HON uses an Order Entry system called Oracle EBS. Each participating agreement is assigned a unique 4-digit code in this system which allows us to accurately isolate and identify all orders placed under the agreement. The 4-digit code also aligns to the pricing, product, and terms and conditions of each individual contract ensuring each order receives accurate, real-time, contract pricing. The 4-digit code will support only those products identified as eligible on the contract.

83 **Logistics**

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

HON’s breadth of products and services, the scale and capability of our manufacturing, and the strength of our distribution enables us to provide the most efficient means of processing, handling, and shipping of products to public agencies nationwide. HON will utilize our nationwide network of authorized dealer partners to supply quoting, ordering, delivery, installation and services. HON enters into an agreement with our Authorized Dealer partners based upon the evaluation of their form and method of conducting business, business acumen, capacity to render service with respect to our products, financial stability, and business reputation. Authorized Dealers are required to sign commitments that ensure servicing levels, standards, and terms and conditions are maintained. HON uses truckload, LTL (less-than-truckload) and FedEx to carry deliveries. The carrier pool varies by shipping location. HNI also uses a third-party logistics provider to load plan deliveries, Schneider Logistics.

84 **Logistics**

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

HON is a wholly owned subsidiary of HNI Corporation and maintains its corporate headquarters in Muscatine, Iowa, and conducts operations at locations throughout the United States as well as in India and Mexico, which house manufacturing, distribution, and retail operations and offices totaling an aggregate of approximately 11.6 million square feet. Of this total, approximately 3.2 million square feet are leased. In addition, many of our authorized dealers have showrooms where HON furniture can be viewed. Cedartown, GA 555,000 sq ft | Garland, TX 211,000 sq ft | Hickory, NC 210,000 sq ft | 6 locations Muscatine, IA 2,211,000 sq ft | Wayland, NY 750,000 sq ft | Saltillo, MX 540,000 sq ft | Mechanicsburg, PA 252,000 sq ft | Iowa City, IA 300,000 sq ft| Salt Lake City, UT 109,000 sq ft | Ontario, CA 179,544 sq ft

85

Marketing and Sales

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

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

HON has 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 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 • Contract Summary documents will be created to outline the terms of the new agreement for our authorized dealer partners 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 and 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 as well as create individual market plans to drive sales growth in their coverage areas. • We will support approved contract pricing and products within our ordering systems by using our online pricing tool, Compass, and our Contract Summary Document that 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: • Our executive sales leaders will engage OMNIA Partners leadership to schedule business review meetings. 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; and benefits of HON offering and our "Right to Win." • Our Director of Regional Sales 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. Within three months of award: • 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. Training: HON has held the OMNIA Partners contract for almost 15 years. During that time, we have developed a strong training program to educate our sales organization on selling the OMNIA Partners contract. We 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. Team members are trained to be the experts in contract benefits, eligible products, and needs of OMNIA Partners members.

86

90-day Plan

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

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  •OMNIA Partners standard logo;
  •Copy of original Request for Proposal;
  •Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  •Summary of Products and pricing;
  •Marketing Materials
  •Electronic link to OMNIA Partners' website including the online registration page;
  •A dedicated toll-free number and email address for OMNIA Partners

Within 30 days of the award, HON will: o Partner with OMNIA Partners, at their discretion, to create and launch a co-branded press release announcing the new contract award. o At OMNIA Partners direction, we will announce the award of the contract through any and all social channels, as well as company website o Design, publish, and distribute co-branded marketing materials o 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, HON will: o 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. o 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 HON. In addition, HON commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. o Design and publish advertising pieces in national and regional trade publications o 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 marketing material distribution plans, and product presentations. Within 90 days of the award, The HON Company will: o Initiate and continue to publish, market, and promote material such as case studies, collateral pieces, presentations and promotions to all members o Conduct on-going OMNIA Partners contract training with the dealer sales force, this training will continue throughout the life of the contract: o Discuss authorized users of the contract, pricing and service requirements, etc. o Identify and schedule appointments with key OMNIA Partners to inform them about HON's products and pricing on the OMNIA Partners contract o Understand how we can help them meet or exceed their purchasing requirements o 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.

87 **Transition**

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

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 including OMNIA Partners, NASPO, BuyBoard, COSTARS, KCDA, MHEC, Educational Data Services, ESCNJ, and Equalis, which offer varying product, pricing and terms to Public Sector customers. OMNIA Partners/Region 4 ESC contract is the lead 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.

88 **Logo**

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

☑ Yes

☐ No

89 **Sales**

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

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

☑ Yes

☐ No

90 **Training**

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

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

☑ Yes

☐ No

91

Responsibility

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

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

Executive Support: Ric Anderson VP&GM Commercial Contract Business andersenr@honcompany.com 563.506.4554 | Marketing: Alexa Wehrle Marketing Specialist wehrleal@hniworkplacefurnishings.com 563-299-4859 | Sales: Misael Munoz Director, Regional Sales Public Sector munozmis@honcompany.com 563.261.2541 | Sales Support: HON Government Sales Support Team hongovtsalessupport@honcompany.com | Accounts Payable: Holly Van Den Berghe and the Accounts Payable Team will be responsible for the OMNIA contract accountspayable@hnicorp.com 866.514.5882 Option 1 | Financial Reporting & Contracts: Christine McCormick Contract Analyst contractmanager@honcompany.com 563.275.0900

92

Sales Force

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

Our 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. Inside Sales and Support: 27 Business Development Managers/Associates: 65 Regional Market Managers: 6 Regional Vice Presidents: 2 Director, Regional Sales: 2 Director of Public Sector Sales: 1 Education Sales Managers: 3 VP and GM, Sales and Service: 1 Business Development Associates/Managers - HON 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 Contract 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 - HON has a total of 2 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 HON 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 HON. 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 HON'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. Executive Support: Ric Anderson VP&GM Commercial Contract Business andersenr@honcompany.com 563.506.4554 Sales: Misael Munoz Director, Regional Sales Public Sector munozmis@honcompany.com 563.261.2541

93

Implementation

Explain in detail how the sales teams will work with the OMNIA Partners 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. o 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 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 from OMNIA Partners. ? Our Marketing teams will continue to collaborate on the 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.

94

Program Management

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

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 in a timely manner 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, and provides inspirational images. 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 HON Company is proud to offer the OMNIA Partners contract as our leading nationwide public sector Cooperative Purchasing Program.

95

Supplier's Customer List

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

HON is a wholly owned subsidiary by HNI Corporation and HNI does not disclose financial information about its sales by operating company. In fiscal 2023, HNI Corporation had net sales of $2.4 billion, of which $1.7 billion was attributable to the workplace furnishings. Federal, state and local government business represent significant sales for HNI Corporation. HNI Corporation has a financial rating of 5A1 with Dun & Bradstreet – the best available rating. To review the Annual Report, please visit https://investors.hnicorp.com/financials/annual-reports/default.aspx.

96

System Capabilities and Limitations

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

HNI and HON 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. HNI and HON utilizes an Oracle ERP Enterprise system to manage its entire business platform. The system cohesively integrates all business activities including Sales, Manufacturing, AR, and AP. Oracle manages all orders loaded into the system and schedules manufacturing based on demand and supply chain variables. All activities are electronically coordinated to ensure that lead times are maintained and uphold customer expectations. There are backup systems including manual override capabilities to address individual and custom requirements as they occur. Our preferred method is to have eligible customers submit their orders through our authorized dealers. Dealers will review customers' orders to ensure accurate pricing and product information prior to order. Dealers can place an order directly through The Community powered by Salesforce, via email, or EDI. Online resources are available to our dealers 24 hours a day, 7 days a week. HNI has a fully integrated order entry platform that allows us 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. Once the order is acknowledged, dealers or customers has access to 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 HNI'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.

97

Projected Sales Year One

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

$0

98

Projected Sales Year Two

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

$0

99

Projected Sales Year Three

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

$0

100

Attribute deleted as part of an Addendum

101

General Terms and Conditions

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

☑ I certify compliance with this attribute.

102

Felony Conviction Notification

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

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

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

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

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

☑ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

103

Name of Felon and Nature of Felony, if applicable

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

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

N/A

104

Criminal History Records Review of Certain Contract Employees

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.
Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☑ I certify compliance with this attribute.

105

Historically Underutilized Business (HUB) Certification

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

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

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

☑ OPTION A

☑ OPTION B

106

Disclosure of Interested Parties

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
(1) requires an action or vote by the governing body; or
(2) has a value of $1 million or more; or
(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

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

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

Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:
(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

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

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

☑ I certify compliance with this attribute.

107

Conflict of Interest Questionnaire

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

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

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

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

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

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

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

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176
Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

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

☑ I certify compliance with this attribute.

108

Entities that Boycott Israel

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

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

☑ I certify compliance with this attribute.

109

Foreign Terrorist Organizations

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

☑ I certify compliance with this attribute.

110

Firearm Entities and Trade Associations Discrimination

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

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

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

☑ I certify compliance with this attribute.

111

Energy Company Boycott Prohibited

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

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

☑ I certify compliance with this attribute.

112

Critical Infrastructure Affirmation

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

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

☑ I certify compliance with this attribute.

113

Open Records Policy

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

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

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

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

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

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

☐ OPTION A - No proprietary information

☑ OPTION B - Proprietary information marked

114

Consent to Release Proposal Tabulation

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

☑ I certify compliance with this attribute.

115 **Contracting Information**

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

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

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

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

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

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

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

116 **Anti-Trust Certification Statement**

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

117 **Federal Rule (A) - Contract Term Violations**

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

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

☑ I certify compliance with this attribute.

118	**Federal Rule (B) - Termination Conditions** **(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) *Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.
119	**Federal Rule (C) - Equal Employment Opportunity** **(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

120

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

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

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

☑ I certify compliance with this attribute.

121

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

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

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

☑ I certify compliance with this attribute.

122

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

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

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

☑ I certify compliance with this attribute.

123

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

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

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

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

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

☑ I certify compliance with this attribute.

124

Federal Rule (H) - Debarment and Suspension

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

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

☑ I certify compliance with this attribute.

125

Federal Rule (I) - Byrd Anti-Lobbying Amendment

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

126

Federal Rule (J) - Procurement of Recovered Materials

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

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

☑ I certify compliance with this attribute.

127

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

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

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

☑ I certify compliance with this attribute.

128

Federal Rule (L) - Buy American Provisions

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

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

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

☑ I certify compliance with this attribute.

129

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

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

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

☑ I certify compliance with this attribute.

130

Federal Rule - Federal Record Retention

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

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

☑ I certify compliance with this attribute.

131

Federal Rule - Profit Negotiation

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

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

☑ I certify compliance with this attribute.

132

Federal Rule - Solid Waste Disposal Act

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

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

☑ I certify compliance with this attribute.

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

136

Indemnification

Acts or Omissions

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

Infringements

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

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

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

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

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

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

☑ I certify compliance with this attribute.

137

Excess Obligations Prohibited

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

☑ I certify compliance with this attribute.

138

Suspension and Debarment

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

☑ I certify compliance with this attribute.

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

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be 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 10. Adding Authorized Distributors/Dealers, P.2	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.	~~Contractor is prohibited from authorizing a~~Additional distributors or dealers, other than those identified at the time of submitting their proposal, can be added by Contractor 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 is added to their dedicated website. Purchase orders and payment ~~can only~~ may be made to the Contractor or authorized dealer~~ 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.	

Appendix A, Section 11. Termination of Contract, a) Cancellation for Non-Performance or Contractor Deficiency, P.2-3	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.	Upon receipt of a written deficiency notice, Contractor shall have a reasonable opportunity to cure and 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.	
Appendix A, Section 11. Termination of Contract, c) Delivery/Service Failures., P.3	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.	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 for comparable products in function, cost, and design, within a reasonable time period, for all expenses incurred.	
Appendix A, Section 11. Termination of Contract, e) standard cancellation, P.3	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.	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 and Contractor will be compensated for work in progress.	
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.	

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. 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.	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 time of delivery ~~final acceptance~~.	
Appendix A, Section 30 Indemnity, P.6	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.	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 to the extent caused by ~~arising out of or resulting from~~ the negligent actions or willful misconduct 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.	

Exhibit A, Section 1.1 Requirement, P.31	All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.	All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier or Supplier's Authorized Dealer and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier or Authorized Dealer for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier and/or Authorized Dealer is responsible for knowing the tax laws in each state.	
Exhibit A, Section 2.2 Pricing Commitment, P.34	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.	

Exhibit B, Section 13 Administrative Fee Reporting, P.44	Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, 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 by the 10th 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' sole discretion.	Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, 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 by the 15~~0~~th 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' sole discretion.	
Exhibit B, Section 14 Administrative Fee Payment, P.44	Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.	Administrative Fee payments are to be paid by Supplier to OMNIA Partners 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 designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.	

Exhibit F, Federal Funds Certifications, Overview P.53	The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions.	The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contract shall contain the following provisions, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.	
Exhibit F, Federal Funds Certifications, Appendix II to Part 200, P.57	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 Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.	
Exhibit F, Federal Funds Certifications, Record Retention Requirements for Contracts Involving Federal Funds, P.60	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.	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. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. 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.	

Exhibit F, Federal Funds Certifications, Certification of Compliance with Energy Policy and Conservation Act, P.60	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).	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). It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order.	
Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, P.60	To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.	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 whether 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.	

Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, (1) P.60	The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.	The Contractor agrees, that when requested prior to Contractor's acceptance of an order, to certify whether its individual products comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.	
Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, Certificate of Compliance, P.60	The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.	The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.	
Exhibit F, Federal Funds Certifications, Certification of Compliance with Buy America Provisions, Certificate of Compliance, P.61	The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.	The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.	
Exhibit F, Federal Funds Certifications, Certification of Applicability to Subcontractors, P.62	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.	

Exhibit F, Federal Funds Certifications, Community Development Block Grants, P.62	Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.	Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided and Offeror is notified prior to order placement, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.	
Exhibit F, Federal Funds Certifications, Community Development Block Grants, P.62	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 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 and as applicable.	
Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, P.64	(Initial Paragraph to this Section) By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.	(Initial Paragraph to this Section) By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities, when applicable, federal funding is utilized, and Supplier is notified prior to order placement that the product and services are needed for a disaster or emergency situation.	
Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, P.66	**Federal Requirements** If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.	**Federal Requirements** If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when applicable, federal funding ~~may be~~ is utilized, and Contractor is notified prior to order placement.	

Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, 3. Equal Employment Opportunity, Item 8, P.68	The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 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.	
Exhibit F, Federal Funds Certifications, FEMA and Additional Federal Funding Special Conditions, Sign-Off, P.81	Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation, as applicable.	Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation~~.~~, as applicable.	

HON | Make your space work.

June 3, 2024

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

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

Dear Region 4 Education Service Center & OMNIA Partners,

Please accept The HON Company's proposal to perform the covered services under the terms of the Furniture, Installation, and Related Services Solicitation Number RFP 24-01. We have answered the required Attribute Tab questions and uploaded the required Response Attachments to Region 4 ESC's online procurement site per the instructions outlined in the RFP Solicitation 24-01.

Over the past 15 years, HON has strategically positioned the OMNIA Partners contract as our leading nationwide public sector cooperative agreement. Our products and services have been an excellent solution for governmental and public entities looking for greater efficiency and economy in procuring furniture. Upon award, HON 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.

HON is excited to include the Hickory Business Furniture (HBF) full product line to complement our offering. HBF is part of the HNI Corporation family and offers beautifully designed and exceptionally constructed products. By adding the HBF line we can integrate our HNI brands and offer OMNIA customers a more robust collection of products.

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 Regional Sales 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 growth under the Region 4 contract.

We kindly request that OMNIA and Region 4 agree to a start date of May 1, 2025, to coincide with our current contract's April 30, 2025 expiration date. We have many riders and piggyback agreements tied to OMNIA. Allowing ample time between the award date and the new contract start date will allow us to seamlessly transition these agreements and reduce the risk of any lapse in coverage for our mutual customers.

HON 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,

Eric Schroeder
Vice President, Finance - HNI Workplace Furnishings

Appendix C, Doc #1

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 confident 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.)

6/3/2024
Date

Authorized Signature & Title

Eric Schroeder
Vice President, Finance - HNI Workplace Furnishings

Appendix C, Doc #2

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

Address 600 East 2nd Street
Muscatine, IA 52761

Phone 800-466-8694

Fax

Contact

Melissa Lincoln
Signature
Melissa Lincoln
Printed Name
Public Sector Sr. Program Manager
Position with Company

Official Authorizing Proposal

Signature
Eric Schroeder
Printed Name
Vice President, Finance - HNI Workplace Furnishings
Position with Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1155273

Date Filed:
05/01/2024

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.

Solicitation Number RFP 24-01
Furniture, Installation, and Related Services

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 Eric Schroeder, and my date of birth is _____.

My address is 600 E 2nd Street (street), Muscatine (city), Iowa (state), 52761 (zip code), USA (country).

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

Executed in Muscatine County, State of Iowa, on the 3rd day of June (month), 2024 (year).

NOTARIAL SEAL IOWA
CINDY HERMANN
Commission Number 756350
My Commission Expires
December 26, 2026

Cindy Hermann 6/3/2024

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

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, Eric Schroeder 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

6/3/2024

Date

HON Integrated Design Solutions

The HON Company's Integrated Design Solutions (IDS) team comprises expert design professionals dedicated to supporting our dealers and clients by providing complimentary, meticulously crafted design packages. These packages ensure accurate specifications and enhance the overall value of our offerings.

Plan & Specify:

Our IDS team collaborates with dealers to produce professional design packages, including 2D furniture plans, white sweep renderings, a comprehensive bill of materials/parts list, and the CET Designer file. These detailed plans offer customers a comprehensive overview of their furniture projects.

Audit:

Additionally, our IDS team offers auditing services to verify the completeness and accuracy of drawings and parts lists. A HON Interior Designer conducts thorough checks to ensure quantities, product compatibility, and structural integrity.

Value Engineering:

To optimize furniture layouts and offer cost-saving solutions, our IDS teams provide value engineering options and suggestions tailored to meet our customers' specific needs.

Rendering:

Our IDS team creates realistic renderings to help customers visualize their furniture installations, including fabrics and finishes. These renderings provide invaluable insights into the final look of the space before ordering.

Enhanced services include Live Design collaboration, virtual walkthrough capabilities, and project consultation, ensuring a seamless and tailored experience for our customers.

Virtual Live Design

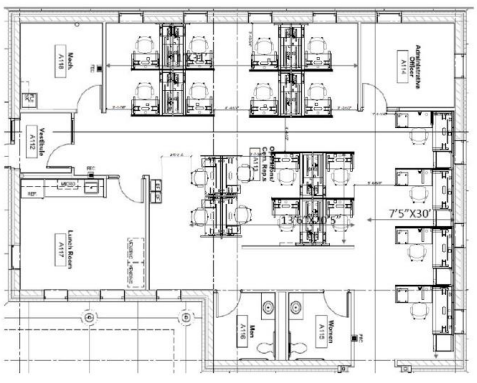
Enhance the customer experience through innovative online project collaboration with trade partners and customers utilizing HON talent, CET Designer, and Microsoft Teams. This virtual platform fosters seamless communication and collaboration, ensuring efficient project execution and customer satisfaction.

2D VR Experience

Offer self-guided virtual project tours designed to help customers visualize their space and HON solutions. These tours are created based on a Plan & Specify project, utilizing the HON and Yulio Jump CET extensions to provide an immersive and engaging experience.

3D VR Experience

Deliver curated and guided virtual project tours with VR goggles, immersing customers in their space and HON solutions. These tours are built off a Plan & Specify project, leveraging the HON and Yulio Jump CET extensions to provide an interactive and immersive visualization experience.

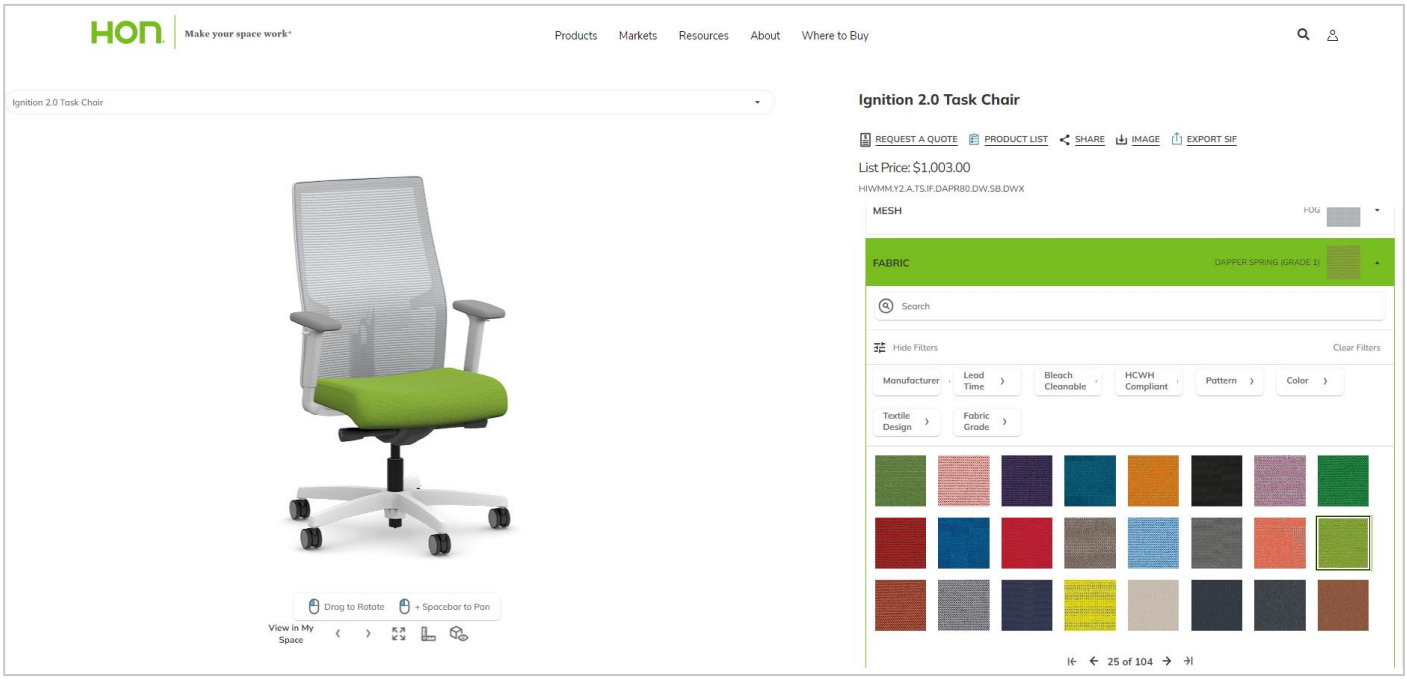


Visualize Your Product

Product configurators allow clients and design partners to collaborate on the configuration and aesthetic of a product more seamlessly, getting from inspiration to installation quicker. Having a clear visual depiction of any product solution allows decision makers to clearly articulate their design intent and direction.

HON's Product Configurator provides the latest technology for users to configure not only task seating options but also Executive & Conference Seating, Guest Seating, Lounge Seating, Stools, Stacking, Big & Tall, Education Seating, Contain Lockers, Contain Wardrobes, and Fuse Storage.

In addition, we have a room planner, scene configurator, chair chooser, and multiple design resources. It is important to note that these tools are for general use and not specific to Region 4/OMNIA Partners or any other customers with contract specific products.



Product Configurator

Textile Innovations & Sustainability Awards

PFAS Removal from Standard Finish Offerings

HNI is proud to announce that we will be completely free of intentionally added PFAS in our standard textiles and finishes in July of 2024. We are actively working with our suppliers and partners to transition our finishes to PFAS free versions, so that we able to provide quality product without harsh chemical treatments.

Sustainability

- We are researching, developing, and testing the following sustainable materials.
- Biobased foam that uses landfill diverted biomass from food processing wastes.
- Recycled PET resin in powdered coated paint.
- Carbon negative materials made from Biochar and woody fiber plants.
- Circular materials made from our products and wastes.

Better Plants
U.S. DEPARTMENT OF ENERGY

The Better Project Award acknowledges HNI's exceptional achievements in executing energy-efficient initiatives within its manufacturing operations, particularly concerning the optimization of paint booth ovens. Through the addition of air curtains designed by HNI, it was able to reduce oven energy demand by up to 30% per oven while also stabilizing oven temperatures. These improvements help increase efficiency, reduce overall greenhouse gas emissions, and provide a better working environment for members.

America's Most Responsible Companies were selected based on publicly available key performance indicators derived from social responsibility reports, sustainability reports, as well as an independent survey. The results are focused on company performance across environmental sustainability, social responsibility, and corporate governance.

HNI has been awarded in the past: 2023 Ranked #6, 2022 Ranked #38, 2021 Ranked #309, 2020 Ranked #246

“HNI is honored to once again be named to the list of the most responsible companies in America," said Jeff Lorenger, Chairman, President, and Chief Executive Officer of HNI Corporation. "This acknowledgement underscores our commitment to corporate social responsibility as a core value and highlights the progress we are making on our long-term goals. We are honored to continue to be recognized for our efforts.”

Jeff Lorenger | President, CEO of HNI Corporation

HON NOW

The Leading Mid-Market Quickship Manufacturer

To keep your business at peak productivity, waiting isn't always an option. The HON NOW Quickship Program was designed for movers and shakers like you who want exceptional quality, durability, and versatility without compromising valuable time. Whether you're outfitting a brandnew workspace or simply expanding the one you already have, we've got a variety of dependable and supportive office furniture solutions designed to fit your needs and your schedule - in a hurry, without the hassle

HON NOW offers a comprehensive product offering to meet your office furniture needs while keeping speed as a priority. With a comprehensive product offering and billions of seating customization options, the program can outfit an entire Private Office, Open Office, Collaborative, Common or Welcome Space.

HON NOW gives customers access to just a chair or desk all the way to an entire private office, open office workstations to a collaborative space in your office all delivered with speed.

- No minimum or maximum order threshold. However, large quantity orders or large dollar volume orders will be reviewed and may receive lead times greater than the HON NOW Program delivery threshold.
- Orders are subject to availability based on the HON NOW assortment.

Look for this icon throughout hon.com and other marketing resources to find fully customizable chairs that ship in 2-days.

HON | Make your space work.

June 3, 2024

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

RE: HON NOW Program for Solicitation Number RFP 24-01

Dear Region 4 Education Service Center & OMNIA Partners,

The HON Company is excited to request the addition of the HON NOW quick ship program with our RFP response. HON NOW offers a comprehensive product offering to meet your office furniture needs while keeping speed as a priority. HON NOW is designed to deliver on average in 10 business days. Below are the specific details of the program HON is offering to the OMNIA Partner/Region 4 ESC customers:

- HON NOW program orders shall be based upon the HON NOW commercial program terms and conditions.
- Orders using the NOW quick ship program will be based off of the HON Commercial List Price in effect at time of order.
- HON NOW orders must be issued to the HON authorized dealer for processing and invoicing.
- The HON NOW commercial program list prices and product assortment may be revised at any time, and all such revisions are incorporated by reference herein without need to formally amend this agreement
- Delivery occurs within 11 business days upon HON's receipt of a "clean" order – a "clean" order meets the terms of the program and has all the necessary information needed to successfully process
- If the order requires liftgate or palletization, you must request an Enhanced Service through the Community.
    - Liftgate will not be available for orders of 250 cubes or greater due to carrier limitations.
    - All orders shipping LTL will be palletized.
- Discounting off list price for any order is as follows:

HON NOW™

Total Order at List	Systems & Pedestals	All Other HON NOW Product
All Orders	64.70%	51.10%

- HON NOW orders are limited to quantities available in-stock at time of order; because the NOW program is to designed to satisfy a fast option to the items most frequently requested, the product offering is updated frequently. Product modifications will not be required for these updates.
- Products offered under the NOW program may include product categories which are not available under the terms of this contract (i.e. 5-year warranty items, specific product categories). All products available under the NOW program will be offered to eligible entities under this agreement.
- The HON published warranty for each product in effect at time of order placement shall apply.

Please click on the following link to view the HON NOW Digital Catalog and HON NOW Digital Price List.

Sincerely,

Eric Schroeder
Vice President, Finance – HNI Workplace Furnishings

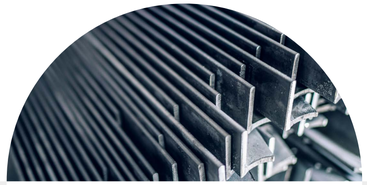
Enhanced Services

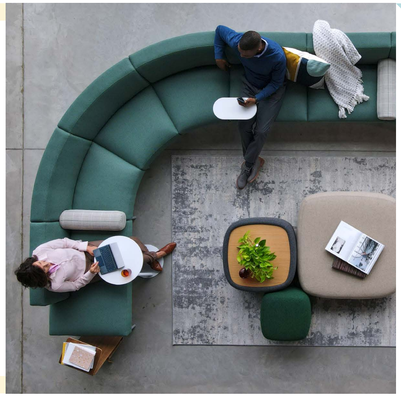
We are excited to introduce Enhanced Services, the ability to order additional services right along with your HON products. We understand that some orders are unique and have special requirements that are not included in our standard services and want to make that an easy process for you. As a result, 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.

Please direct any questions to HON Customer Support at GeneralSupport@hniworkplacefurnishings.com.

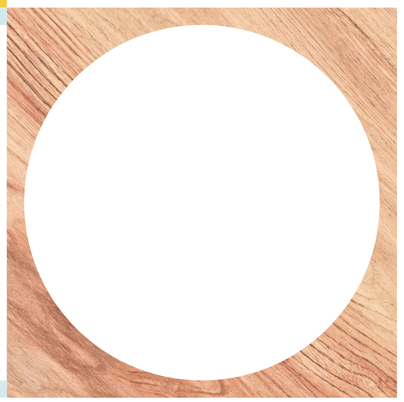
Orderable Services Customer may order in eOrdering or submit PO without pre-approval for service	**Cost for Service**
Lift Gate (Limited to orders less than 250 cubes)	$250/Order
Proof of Delivery	$20/Order
Professional Protective Equipment (minimum order size of 250 cubes)	$50/Order
US Citizen Driver	$50/Order
Inside Delivery (Limited to orders less than 250 cubes)	$250/Order

Services Requiring Approval Customer must receive approval for service before ordering service. In some cases, these services may not be available after order is placed.	**Cost for Service**
Specific Delivery Date/Time	Actual Charges Apply
Dedicated Truckload Delivery	Actual Charges Apply
Ocean Container	Actual Charges Apply ($2,000 minimum)
Trailer Length Maximum	Actual Charges Apply
Advanced Clearance	Actual Charges Apply
Carrier Insurance	$50/Order
Expedited Transit	Actual Charges Apply
Palletization	Actual Charges Apply ($1,000 minimum)
Special Permits	$50/Order + Permit Fees





Sustaining Environments



HNI

2022 Corporate Social Responsibility Report

Table of Contents

3 A Message from Our CEO

4 Awards and Achievements

5 Continued Engagements and Commitments

6 About HNI/Governance

8 About This Report

9 Goals and Progress

11 **Respecting People**

21 **Reducing Impacts**

28 **Redefining Tomorrow**

Appendix

39 GRI Content Index

64 TCFD Disclosure

66 SASB Disclosure

1947

C. Maxwell Stanley, Clement Hanson, and H. Wood Miller start a new company called Home-O-Nize.

Leadership

Message from Jeffrey Lorenger, Chairman, President and CEO

In 2022, HNI celebrated 75 years of creating products that encourage collaboration and productivity in the workplace and warm memories at home. Since our founding, we are proud to have continually built a great place to work for our members.

Looking forward to our next 75 years, and beyond, we continue to build on our strong foundation and launch new initiatives to lead HNI into the future.

These initiatives are based on our belief that tomorrow must be more inclusive, safer, and more sustainable than yesterday to meet the pressing challenges ahead. We anchor this work in our corporate social responsibility (CSR) strategy called CORE: Conscious Operations and Responsible Environments. CORE is HNI's blueprint for the future to promote respect and a place for all members, reduction of our environmental and climate impacts, and creation of more sustainable products.

CORE integrates our belief in respecting people and supporting our communities, and it promotes HNI Belong. HNI Belong focuses on increasing diversity throughout the company, including growing the number of women and ethnically diverse members serving at manager level and above.

To demonstrate our commitment to CORE, in 2021, we began aligning executive compensation with our diversity goals, and in 2022, we began aligning executive compensation with our sustainability goals. In this way, we are strengthening and motivating our entire organization toward achieving the CSR goals outlined in this report.

We understand the call to innovate and think about our resources in new ways. This year, across all HNI brands and departments, we found ways to further reduce energy consumption, emissions, and waste. We are embracing sustainability as part of our company culture and as an important consideration in all of our decisions.

As part of this work, we have aligned our emissions targets to the Science Based Targets initiative (SBTi) in an effort to reduce global warming and limit the impact of climate change.

As we build the elements of CORE into our culture, we are providing an opportunity for all of our members to get even more involved and empowered to help create positive change—being more inclusive; becoming better stewards of our resources; and building stronger, healthier communities.

As you will learn in the following pages, HNI is gaining momentum and making important strides toward our corporate CSR goals. As we continue to grow our family of brands with the addition of Kimball International, we collectively are committed to the long-term success of HNI, which includes our commitment to the objectives outlined in this report. Please join us on our journey.

Jeffrey D. Lorenger
Chairman, President, and
Chief Executive Officer
HNI Corporation

1956 Company holds first annual recognition dinner to honor members with 5+ years of service.

HNI announced the acquisition of Kimball International in 2023. Due to the timing of this acquisition, data within this report is not inclusive of Kimball International.

Business Information

The HON Company

200 Oak Street
Muscatine IA, 52761
United States of America

DUNS Number: 14-781-4735

FEIN Number: 42-1491474

Make Your Space Work

D&B Finance Analytics

Printed By: Jesse Albrecht

Date Printed: 05/22/2024

LIVE REPORT

HON COMPANY LLC, THE

Tradestyle(s): (SUBSIDIARY OF HNI CORPORATION, MUSCATINE, IA) 2

ACTIVE HEADQUARTERS

D-U-N-S Number: 14-781-4735
Phone: +1 563 272 7100

Address: 200 Oak St, Muscatine, IA, 52761, United States Of America
Web: www.hon.com
Endorsement: AlbrechtJ@hniworkplacefurnishings.com

Summary

Currency: USD

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX®	76	6 Days Beyond Terms
Delinquency Score	65	Moderate Risk of severe payment delinquency.
Failure Score	80	Low to Moderate Risk of severe financial stress.
D&B Viability Rating	3 2 B Z	View More Details
Bankruptcy Found	No	
D&B Rating	1R3	10 employees and over, Moderate Risk

ALL ACCOUNTS

Totals	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due	Total 90 Days+
2	432	-	-	432	432

Account Level Detail

Account Name	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due	Total 90 Days+
ENDUSER PURCHASE-HON Account ID: #1140	432	0	-	432	432
STATE & LOCAL CREDIT CARD-HON Account ID: #1349	0	0	-	0	0

COMPANY PROFILE

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

Legal Form
Unknown

History Record
Clear

Date Incorporated

Mailing Address
PO Box 1109
Muscatine, IA, 52761, UNITED STATES

Telephone
+1 563 272 7100

Website
www.hon.com

Employees
4,000 (450 here)

Age (Year Started)
25 Years (1999)

Named Principal
Brandon Bullock, PRES

Line of Business

07/02/1999

State of Incorporation

IOWA

Ownership

Not publicly traded

Present Control Succeeded

1999

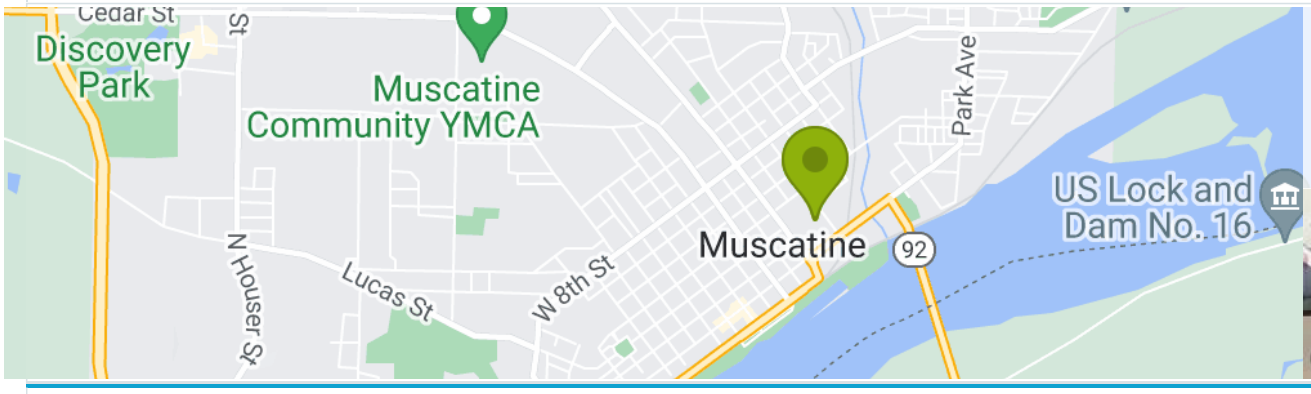
Ret furniture

SIC

5712

NAICS

449110



Street Address:
200 Oak St,
Muscatine, IA, 52761,
United States Of America

OVERALL BUSINESS RISK

Dun & Bradstreet thinks...

HIGH	MODERATE-HIGH	MODERATE	LOW-MODERATE	LOW

Overall assessment of this organization over the next 12 months:	**Stable Condition**
Based on the predicted risk of business discontinuation:	**High Likelihood Of Continued Operations**
Based on the predicted risk of severely delinquent payments:	**Moderate Potential For Severely Delinquent Payments**

D&B MAX CREDIT RECOMMENDATION

MAXIMUM CREDIT RECOMMENDATION

470,000 (USD)

The recommended limit is based on a moderately low probability of severe delinquency.

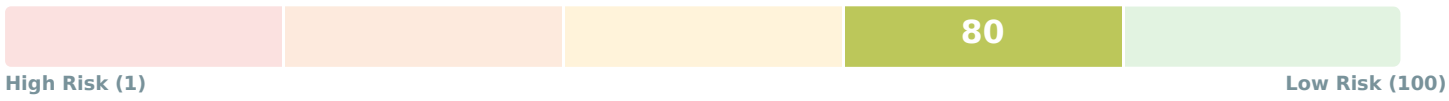
FAILURE SCORE (Formerly Financial Stress Score)

Company's Risk Level

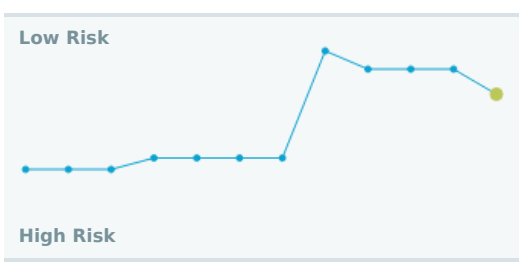
LOW-MODERATE

Probability of failure over the next 12 months

0.09 %



Past 12 Months



DELINQUENCY SCORE (Formerly Commercial Credit Score)

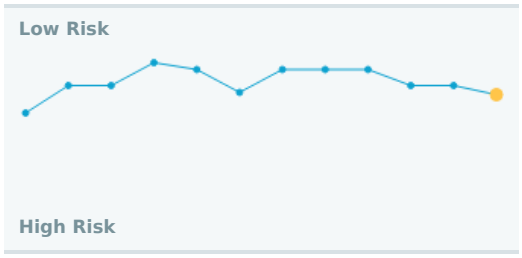
Company's Risk Level

MODERATE

Probability of delinquency over the next 12 months

4.2 %

Past 12 Months



VIABILITY RATING SUMMARY

Viability Score

3

High Risk (9) — Low Risk (1)

Data Depth Indicator

B

Descriptive (G) — Predictive (A)

Portfolio Comparison

2

High Risk (9) — Low Risk (1)

Financial Data	Unavailable
Trade Payments	
Company Size	
Years in Business	-

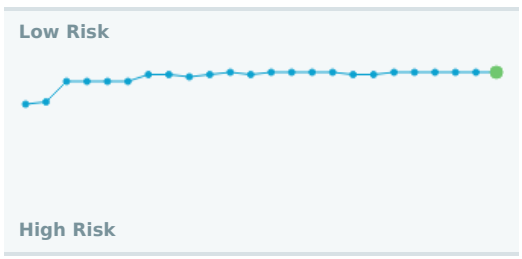
D&B PAYDEX®

76

High Risk (1) — Low Risk (100)

6 days beyond terms

Past 24 Months



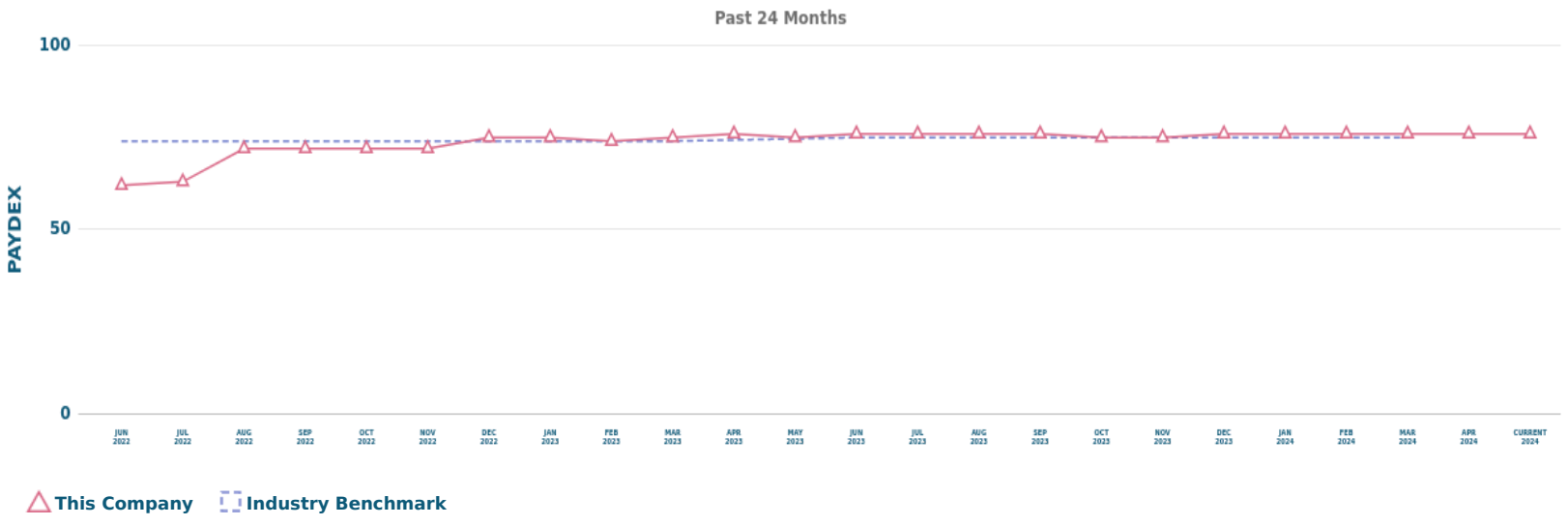
D&B PAYDEX - 3 MONTHS

50

High Risk (1) — Low Risk (100)

30 days beyond terms

PAYDEX® TREND CHART



SBRI ORIGINATION

No SBRI Origination Score data is currently available.

D&B SBFE SCORE

No D&B SBFE Score data is currently available.

D&B RATING

Employee Size

1R : 10 employees and over

Current Rating as of 12/26/2023

Risk Indicator

3 : Moderate Risk

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	1	03/28/2016
Suits	3	03/25/2020
UCC	27	04/08/2020

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms

1 Days

3 Months

From Mar-24 to May-24

1

High Risk (120+) Low Risk (0)

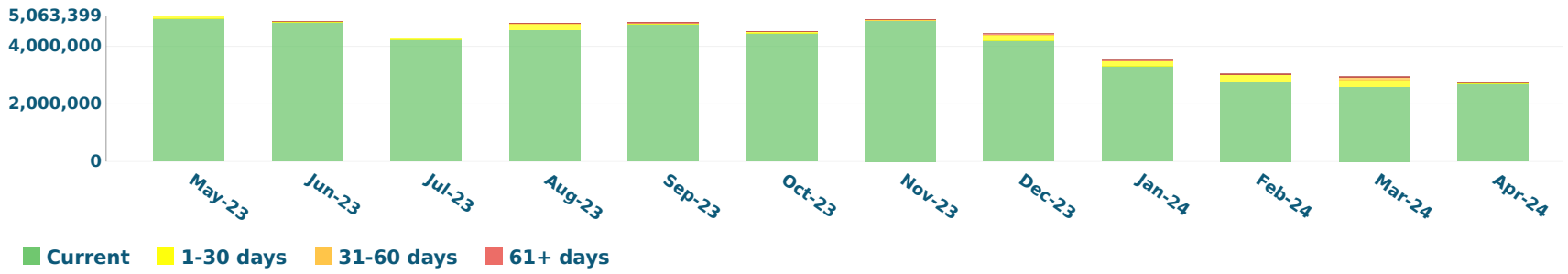
Dollar-weighted average of **14** payment experiences reported from **7** companies.

Recent Derogatory Events

Status	Mar-24	Apr-24	May-24
Placed for Collection	_	139 on acct	_
Bad Debt Written Off	–	–	–

DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND

Total Amount Current and Past Due -



FINANCIAL OVERVIEW - BALANCE SHEET

No Data Available

TRADE PAYMENTS

Highest Past Due:

35,000

Highest Now Owing	Total Trade Experiences	Largest High Credit
700,000	38	800,000

FINANCIAL OVERVIEW - PROFIT AND LOSS

No Data Available

OWNERSHIP

Subsidiaries	Branches	Total Members
-	7	181

This company is a Headquarters, Subsidiary.

	Global Ultimate	Immediate Parent	Domestic Ultimate
Name	HNI Corporation	HNI Corporation	HNI Corporation
Country	United States	United States	United States
D-U-N-S	00-526-9709	00-526-9709	00-526-9709
Others	-	-	-

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS

No Data Available

ALERTS

There are no alerts for this D-U-N-S Number.

NEWS

GENERAL INDUSTRY

The rail sector combines efficiency, profitability and sustainability - Part 1 | Hospitality On - En | 05/17/2024

EARNINGS RELEASE, FINANCIAL NEWS, MERGER AND ACQUISITION

Honeywell (HON) Rides on Business Strength Amid Headwinds | Finanzen.net | 05/16/2024

MERGER AND ACQUISITION

Honeywell (HON) Rides on Business Strength Amid Headwinds | Yahoo Finanzas - Sitemap | 05/16/2024

AWARDS

HON Announces Top Sales Distinction Awards to Industry-leading Dealer Partners | Office Insight - Interviews | 05/09/2024

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Analysts Offer Insights on Industrial Goods Companies: WillScot Mobile Mini Holdings (WSC) and Honeywell International (HON) | Markets Businessinsider.com - News-2 | 05/08/2024

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Berenberg Bank Keeps Their Buy Rating on Honeywell International (HON) | Markets Businessinsider.com - News-2 | 05/07/2024

GENERAL INDUSTRY

New trend in hospitality technologies to enhance the customer experience - Part 2 | Hospitality On - En | 05/03/2024

GENERAL INDUSTRY

S&P500 Companies Involved in weapons manufacturing | Wealth Awesome | 05/01/2024

EARNINGS RELEASE, FINANCIAL NEWS

Daily Dividend Report: IBM,WMB,HON,LIN,GPC | Nasdaq | 04/30/2024

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Is Trending Stock Honeywell International Inc. (HON) a Buy Now? | Finanzen.net | 04/30/2024

COUNTRY/REGIONAL INSIGHT

United States Of America

Inflationary pressures drive a drop in US shopper sentiment and stifle consumer spending growth; the Fed's higher-for-longer view for interest rates dampens the domestic demand outlook.

Risk Category

LOW

High Risk — Low Risk

Available Reports

Country Insight Report (CIR)

Current Publication Date: 05/17/2024

Country Insight Snapshot (CIS)

Current Publication Date: 05/17/2024

STOCK PERFORMANCE

No stock performance data is available for this D-U-N-S Number.

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

DAYS BEYOND TERMS - PAST 3 & 12 MONTHS

3 Monthsof Mar-24 to May-24

Days Beyond Terms :1 Days

1

High Risk (150) Low Risk (0)

Dollar-weighted average of**14**
payment experiences reported from**7**companies.

12 monthsof Jun-23 to May-24

Days Beyond Terms :2 Days

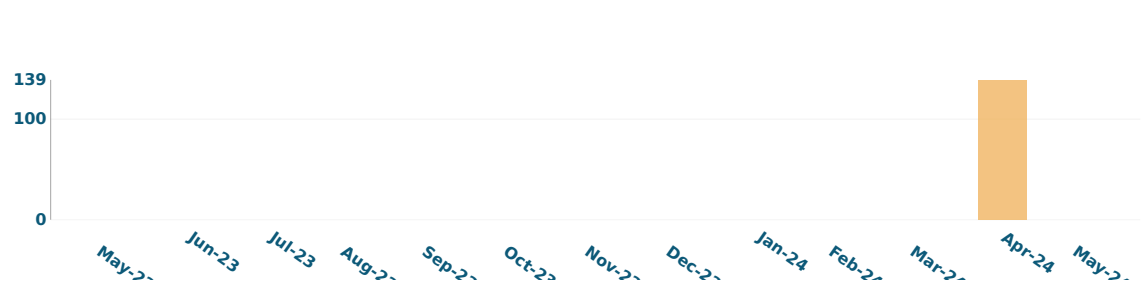
2

High Risk (150) Low Risk (0)

Dollar-weighted average of**44**
payment experiences reported from**21**companies.

DEROGATORY EVENTS LAST 13 MONTHS FROM MAY-23 TO MAY-24

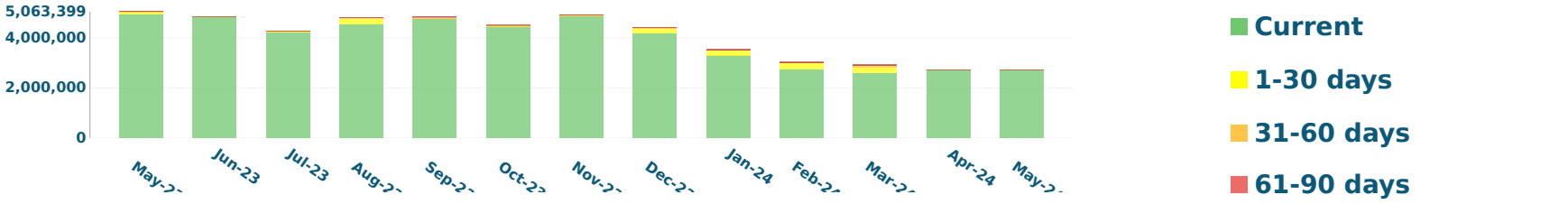
How should I interpret derogatory events?



Status	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
Placed for Collection	–	–	–	–	–	–	–	–	–	–	–	139 on 1 acct	–

Bad Debt Written Off	–	–	–	–	–	–	–	–	–	–	–	–	–

TOTAL AMOUNT CURRENT AND PAST DUE - 13 MONTH TREND FROM MAY-23 TO MAY-24



Status	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
Total	5,063,399	4,858,926	4,293,344	4,814,265	4,852,689	4,540,770	4,951,190	4,449,553	3,553,328	3,052,822	2,954,681	2,750,895	2,750,895
Current	4,956,011	4,838,813	4,228,776	4,553,623	4,770,212	4,456,285	4,884,537	4,194,979	3,301,050	2,748,318	2,589,678	2,703,529	2,703,529
1-30 Days Past Due	86,611	7,232	45,490	214,863	23,154	46,196	14,160	205,245	191,360	259,724	226,713	16,001	16,001
31-60 Days Past Due	19,030	11,974	6,381	32,935	10,152	6,011	23,008	2,785	13,599	5,291	97,660	325	325
61-90 Days Past Due	709	0	12,046	6,381	39,316	5,154	1,684	20,641	2,785	2,329	2,576	0	0
91+ Days Past Due	1,038	907	651	6,463	9,855	27,124	27,801	25,903	44,534	37,160	38,054	31,040	31,040

Risk Assessment

Currency: All figures shown in USD unless otherwise stated

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH | MODERATE-HIGH | **MODERATE** | LOW-MODERATE | LOW

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **HIGH LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

470,000 (USD)

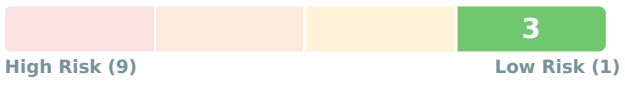
The recommended limit is based on a moderately low probability of severe delinquency.

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:

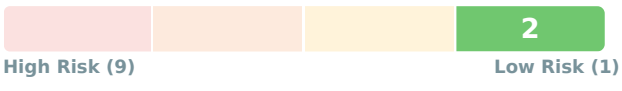
Viability Score
Compared to All US Businesses within the D&B Database:

- 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 **2** within this model segment have a probability of becoming no longer viable: **3** %
- Percentage of businesses ranked **2** with this model segment: **16** %
- Within this model segment, the average probability of becoming no longer viable:**5** %



Data Depth Indicator

Data Depth Indicator:

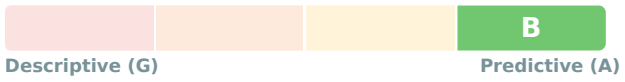
- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

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.



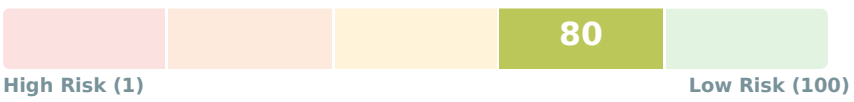
Company Profile:

Company Profile Details:

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

Subsidiary

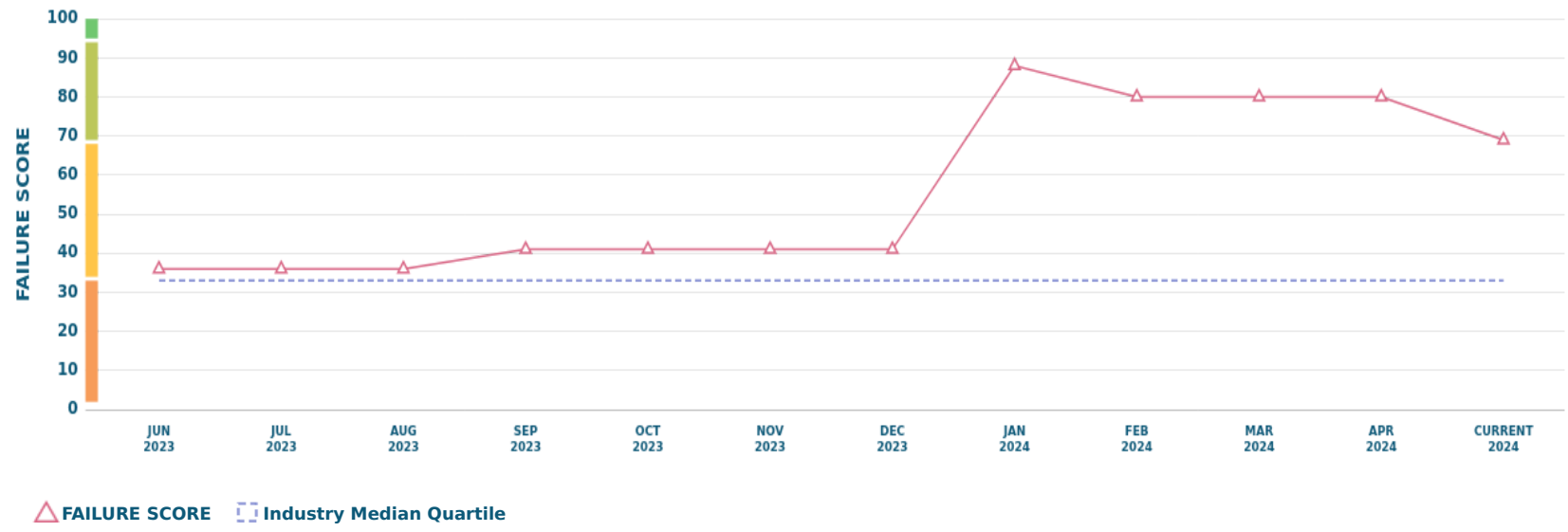
FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE



- Low proportion of satisfactory payment experiences to total payment experiences
- UCC Filings reported
- High proportion of slow payment experiences to total number of payment experiences
- Composite credit appraisal is rated fair

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Low-Moderate	1533	0.09 %	0.48	2

Business and Industry Trends



BUSINESS AND INDUSTRY COMPARISON

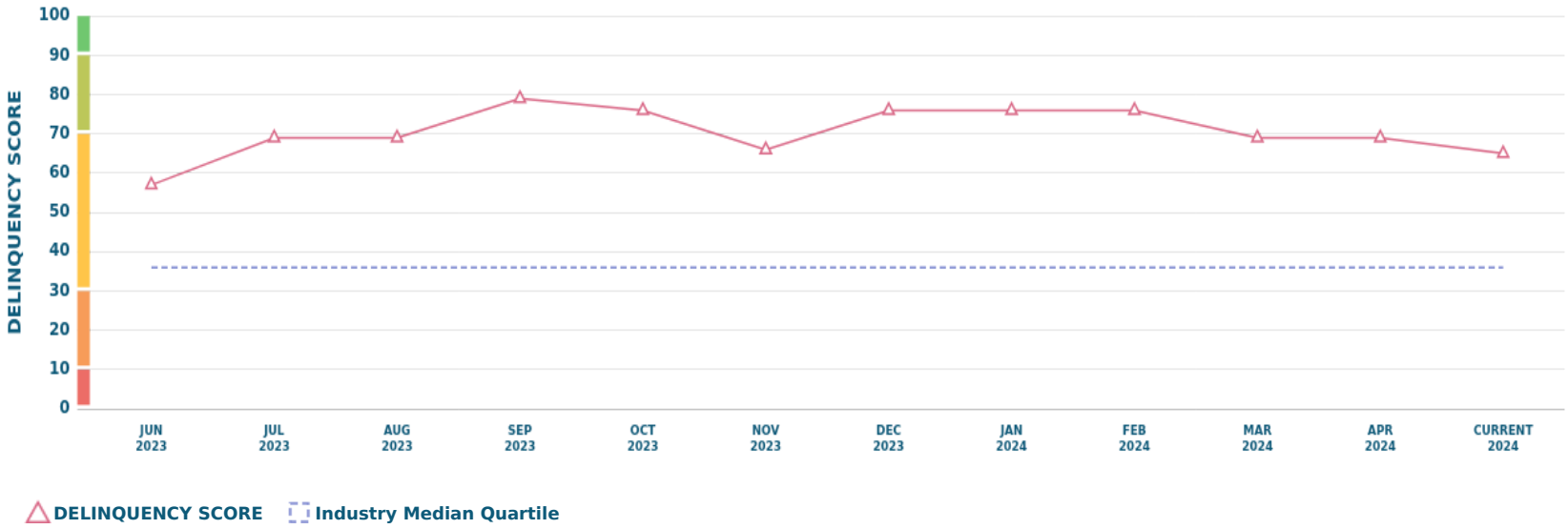
Norms	National %
This Business	80
Region:(WEST NORTH CENTRAL)	60
Industry:GENERAL RETAIL	33
Employee range:(500-2300000)	53
Years in Business:(11-25)	43

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

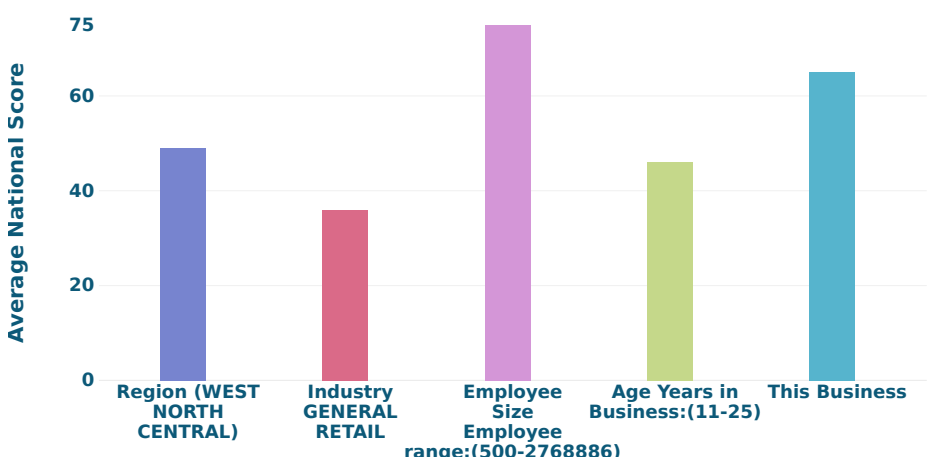
- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry
- Proportion of past due balances to total amount owing
- Evidence of open suits and liens

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Moderate	520	4.2 %	10.2 %	3

Business and Industry Trends



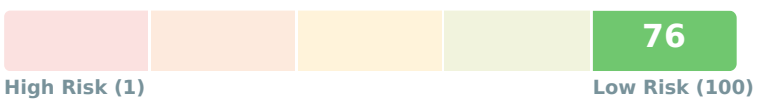
BUSINESS AND INDUSTRY COMPARISON



Selected Segments of Business Attributes

Norms	National %
This Business	65
Region:(WEST NORTH CENTRAL)	49
Industry:GENERAL RETAIL	36
Employee range:(500-2768886)	75
Years in Business:(11-25)	46

D&B PAYDEX



D&B 3 MONTH PAYDEX

When weighted by amount, Payments to suppliers average 6 Days Beyond Terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 75
Equals 8 Days Beyond Terms

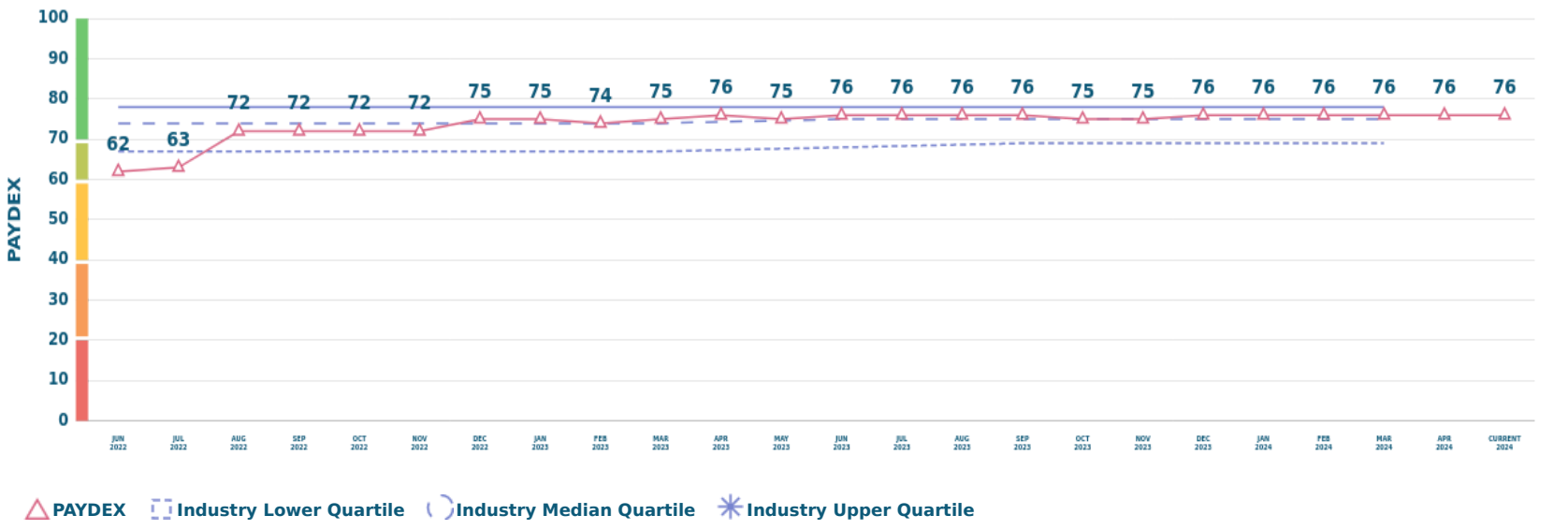
Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 30 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 75
Equals 8 Days Beyond Terms

Business and Industry Trends

5712 - Ret furniture



D&B RATING

Current Rating as of 12/26/2023

Employee Size
1R : 10 employees and over

Risk Indicator
3 : Moderate Risk

Previous Rating

Employee Size
1R : 10 employees and over

Risk Indicator
4 : Higher than Average Risk

History since 05/02/2006

Date Applied	D&B Rating
01/11/2022	1R4
06/10/2019	1R3
06/13/2018	1R4
10/31/2016	1R3
02/01/2016	1R2

Trade Payments

Currency: All figures shown in USD unless otherwise stated

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
6
Days Beyond Terms

Highest Now Owing :
700,000 (USD)

% of Trade Within Terms
74%

Total Trade Experiences:
38
Largest High Credit :
800,000 (USD)
Average High Credit :
48,967 (USD)

Highest Past Due
35,000 (USD)

Total Unfavorable Comments :
0
Largest High Credit:
0 (USD)

Total Placed in Collections:
1
Largest High Credit:
0 (USD)

D&B PAYDEX

When weighted by amount, Payments to suppliers average 6 Days Beyond Terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)

D&B 3 MONTH PAYDEX

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 30 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)

☐ Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median: 75

Equals 8 Days Beyond Terms

☐ Low risk of late payment (Average prompt to 30+ days sooner)

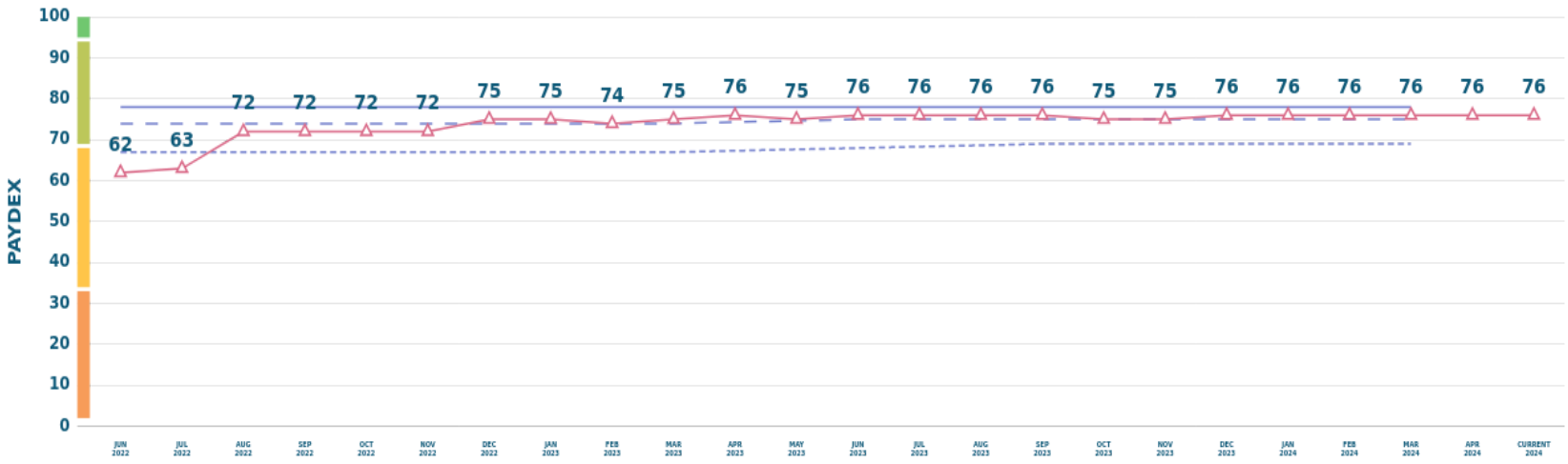
Industry Median: 75

Equals 8 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

5712 - Ret furniture



	6/22	7/22	8/22	9/22	10/22	11/22	12/22	1/23	2/23	3/23	4/23	5/23	6/23	7/23	8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	Current 2024
This Business	62	63	72	72	72	72	75	75	74	75	76	75	76	76	76	76	75	75	76	76	76	76	76	76
Industry Quartile																								
Upper	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-
Median	74	-	-	74	-	-	74	-	-	74	-	-	75	-	-	75	-	-	75	-	-	75	-	-
Lower	67	-	-	67	-	-	67	-	-	67	-	-	68	-	-	69	-	-	69	-	-	69	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	2	900,000 (USD)	100
50,000 - 99,999	2	145,000 (USD)	52
15,000 - 49,999	2	45,000 (USD)	44
5,000 - 14,999	3	22,500 (USD)	78
1,000 - 4,999	6	10,500 (USD)	95
Less than 1,000	8	3,250 (USD)	77

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

Collapse All | Expand All

Industry Category	Number of Payment Experiences	Largest High Credit (US$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
25 - Furniture and Fixtures	1	500	100	0	0	0	0
2522 - Mfg nonwd office furn	1	500	100	0	0	0	0
26 - Paper and Allied Products	1	20,000	100	0	0	0	0
2679 - Mfg converted paper	1	20,000	100	0	0	0	0
28 - Chemicals and Allied Products	1	2,500	100	0	0	0	0
2821 - Mfg plastics/resins	1	2,500	100	0	0	0	0
30 - Rubber and Miscellaneous Plastics Products	3	800,000	100	0	0	0	0

3069 - Mfg fabricated rubber	3	800,000	100	0	0	0	0
34 - Fabricated Metal Products except Machinery and Transportation Equipment	1	7,500	100	0	0	0	0
3442 - Mfg metal doors/trim	1	7,500	100	0	0	0	0
35 - Industrial and Commercial Machinery and Computer Equipment	2	10,000	60	40	0	0	0
3563 - Mfg air/gas compress	2	10,000	60	40	0	0	0
42 - Motor Freight Transportation and Warehousing	3	1,000	73	0	0	0	27
4213 - Trucking non-local	3	1,000	73	0	0	0	27
48 - Communications	1	75,000	100	0	0	0	0
4813 - Telephone communictns	1	75,000	100	0	0	0	0
50 - Wholesale Trade - Durable Goods	2	1,000	100	0	0	0	0
5063 - Whol electrical equip	1	1,000	100	0	0	0	0
5065 - Whol electronic parts	1	250	100	0	0	0	0
51 - Wholesale Trade - Nondurable Goods	1	750	0	100	0	0	0
5169 - Whol chemicals	1	750	0	100	0	0	0
57 - Home Furniture Furnishings and Equipment Stores	1	25,000	0	0	100	0	0
5712 - Ret furniture	1	25,000	0	0	100	0	0
59 - Miscellaneous Retail	2	70,000	50	25	0	0	25
5999 - Ret misc merchandise	1	70,000	0	50	0	0	50
5943 - Ret stationery	1	50	100	0	0	0	0
61 - Nondepository Credit Institutions	1	750	100	0	0	0	0
6153 - Short-trm busn credit	1	750	100	0	0	0	0
76 - Miscellaneous Repair Services	2	2,500	100	0	0	0	0
7694 - Armature rewinding	2	2,500	100	0	0	0	0

93 - Public Finance Taxation and Monetary Policy	**1**	**5,000**	**100**	**0**	**0**	**0**	**0**
9311 - Public finance	**1**	**5,000**	**100**	**0**	**0**	**0**	**0**

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
04/24	Pays Promptly	-	20,000	20,000	0	1
04/24	Pays Promptly	-	7,500	0	0	Between 6 and 12 Months
04/24	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
04/24	Pays Promptly	-	2,500	0	0	Between 4 and 5 Months
04/24	Pays Promptly	-	2,500	0	0	Between 6 and 12 Months
04/24	Pays Promptly	-	1,000	0	0	Between 4 and 5 Months
04/24	Pays Prompt to Slow 30+	-	10,000	10,000	0	1
04/24	Pays Prompt to Slow 180+	-	1,000	0	0	Between 6 and 12 Months
04/24	Pays Slow 60+	N30	25,000	0	0	Between 6 and 12 Months
04/24	Pays Slow 30-120+	-	70,000	40,000	35,000	1
04/24	Placed for collection	-	0	100	100	-
04/24	-	Cash account	1,000	0	0	1
04/24	-	Cash account	50	0	0	Between 2 and 3 Months
03/24	Pays Promptly	-	5,000	0	0	1
01/24	Pays Promptly	-	75,000	75,000	0	1
01/24	Pays Promptly	1 15 N30	500	500	0	1
12/23	-	Cash account	100	0	0	1
11/23	Pays Promptly	-	1,000	1,000	0	1
11/23	Pays Promptly	-	750	100	0	1
11/23	Pays Promptly	-	100	100	0	1
10/23	Pays Promptly	-	750	750	0	1
10/23	-	Cash account	250	0	0	Between 6 and 12 Months
09/23	-	Cash account	50	0	0	1
08/23	-	Cash account	500	0	0	Between 6 and 12 Months
08/23	-	Cash account	100	0	0	1
08/23	-	Cash account	50	0	0	Between 6 and 12 Months
06/23	-	-	50	0	0	Between 4 and 5 Months
04/23	-	-	250	0	0	1
02/23	Pays Promptly	-	50	0	0	Between 6 and 12 Months
02/23	Pays Slow 30+	-	750	0	0	Between 4 and 5 Months
10/22	Pays Promptly	-	800,000	700,000	500	1
10/22	Pays Promptly	-	100,000	100,000	5,000	1
10/22	Pays Promptly	-	100	100	0	1
09/22	Pays Promptly	-	250	250	0	1
04/22	-	Cash account	250	0	0	Between 6 and 12 Months

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
04/22	-	Cash account	100	0	0	1
04/22	-	Cash account	100	0	0	Between 6 and 12 Months
04/22	-	Cash account	100	0	0	1

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	12	2,650 (USD)
Payment record unknown	2	300 (USD)
Unfavorable comments	0	0 (USD)
Placed for collections	1	0 (USD)
Total in D&B's file	38	1,129,200 (USD)

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

Corporate Linkage

OWNERSHIP

This company is a **Headquarters, Subsidiary**.

Global Ultimate, Immediate Parent, Domestic Ultimate
HNI Corporation
United States
D-U-N-S Number: 00-526-9709

BRANCHES LOCATION: All

Company Name	City, State, Country	D-U-N-S® NUMBER
the Hon Company LLC	Muscatine, IA, United States Of America	82-836-3247
The Hon Company LLC	Jasper, AL, United States Of America	06-871-2580
The Hon Company LLC	Muscatine, IA, United States Of America	08-015-3481
The Hon Company LLC	Atlanta, GA, United States Of America	13-579-7863
The Hon Company LLC	Washington, DC, United States Of America	17-509-8180
The Hon Company LLC	Irvine, CA, United States Of America	80-582-4666
The Hon Company LLC	Louisburg, NC, United States Of America	80-783-8094

AFFILIATES LOCATION: All

Company Name	City, State, Country	D-U-N-S® NUMBER
The Gunlocke Company L.L.C.	Wayland, NY, United States Of America	19-993-6550
Sagus International, Inc.	Temple, TX, United States Of America	12-833-6661
Paoli LLC	Muscatine, IA, United States Of America	00-636-4764
PEARL CITY INSURANCE COMPANY	Phoenix, AZ, United States Of America	11-403-0105
OFM, LLC	Holly Springs, NC, United States Of America	93-354-6640
Monessen Holding Company LLC	Muscatine, IA, United States Of America	11-731-3806
Monessen Hearth Systems Company, LLC	Paris, KY, United States Of America	86-781-4444
Midwest Folding Products Corp.	Temple, TX, United States Of America	01-370-6601
Maxon Furniture Inc.	Muscatine, IA, United States Of America	06-769-4315
MJR Partners 3 LLC	Muscatine, IA, United States Of America	07-929-0688
Kimball International, Inc.	Jasper, IN, United States Of America	00-636-5803

Kepco, LLC	Jasper, IN, United States Of America	07-960-8288
Hon Internacional de México, S. de R.L. de C.V.	Cienega de Flores, NLE, Mexico	58-813-3301
Hon Industrias, S. de R.L. de C.V.	Monterrey, NLE, Mexico	81-255-8930
Hni Services L.L.C.	Muscatine, IA, United States Of America	83-170-1417
Hni International Inc.	Muscatine, IA, United States Of America	00-231-0220
Hickory Business Furniture, LLC	Hickory, NC, United States Of America	12-804-5148
Hickory Business Furniture, Inc.	Muscatine, IA, United States Of America	02-095-3638
Hearth & Home Technologies LLC	Lakeville, MN, United States Of America	96-283-1095
HNI Technologies Inc.	Muscatine, IA, United States Of America	83-170-1292
HNI Holdings Inc.	Muscatine, IA, United States Of America	11-731-1900
HHT L.L.C.	Colville, WA, United States Of America	14-863-7528
HFM Partners	Muscatine, IA, United States Of America	11-731-1786
Design Holdings Inc.	Muscatine, IA, United States Of America	11-790-1382
CONTRACT RESOURCE GROUP L.L.C.	Muscatine, IA, United States Of America	02-332-0213
Allsteel Inc.	Muscatine, IA, United States Of America	12-031-6711

Legal Events

Currency: All figures shown in USD unless otherwise stated

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	**0** Latest Filing: -	**1** Latest Filing: 03/28/2016	**3** Latest Filing: 03/25/2020	**27** Latest Filing: 04/08/2020

EVENTS

Lien - Tax Lien

Filing Date	03/28/2016
Filing Number	201600004751
status	Open
Date Status Attained	03/28/2016
Received Date	04/01/2016
Amount	3,111 (USD)
Debtors	HON COMPANY LLC
Creditors	COMMONWEALTH OF PA DEPARTMENT OF REVENUE, HARRISBURG, PA
Court	ALLEGHENY COUNTY PROTHONOTARY, PITTSBURGH, PA

Suit

Filing Date	03/25/2020
Filing Number	202000302333
status	Pending
Date Status Attained	03/25/2020
Received Date	03/27/2020
Cause	Negligence

Plaintiffs	COOPER, JAMES W., ELIZABETHTOWN, PA
Defendant	THE HON COMPANY LLC
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	03/12/2018
Filing Number	201800300918
status	Pending
Date Status Attained	03/12/2018
Received Date	03/16/2018
Cause	Negligence
Plaintiffs	LELLI, JOANE, NORRISTOWN, PA
Defendant	THE HON COMPANY
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA

Suit

Filing Date	07/07/2016
Filing Number	141-286388-16
status	Pending
Date Status Attained	07/07/2016
Received Date	07/22/2016
Cause	Unknown
Plaintiffs	BENJAMIN SMIT
Defendant	THE HON COMPANY, LLC
Defendant	AND OTHERS
Court	TARRANT COUNTY CIVIL DISTRICT COURT, FORT WORTH, TX

UCC Filing - Original

Filing Date	04/08/2020
Filing Number	X20032483-3
Received Date	05/08/2020
Collateral	Inventory and proceeds - Account(s) and proceeds - General intangibles(s) and proceeds - Chattel paper and proceeds - and OTHERS
Secured Party	CORPORATION SERVICE COMPANY, AS REPRESENTATIVE, SPRINGFIELD, IL
Debtors	THE HON COMPANY LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	02/28/2018

Filing Number	E18013641-8
Received Date	03/09/2018
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS
Secured Party	C & S ASSOCIATES, INC. AS REPRESENTATIVE, CLEVELAND, OH
Debtors	THE HON COMPANY LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	06/22/2015
Filing Number	E15040707-6
Received Date	07/16/2015
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS
Secured Party	MC MACHINERY SYSTEMS, INC., WOOD DALE, IL
Debtors	THE HON COMPANY, LLC
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	06/24/2014
Filing Number	E14048542-0
Received Date	07/15/2014
Collateral	Negotiable instruments including proceeds and products - Accounts receivable including proceeds and products - Inventory including proceeds and products - Account(s) including proceeds and products - and OTHERS
Secured Party	MC MACHINERY SYSTEMS, INC., WOOD DALE, IL
Debtors	THE HON COMPANY LLC
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	02/01/2008
Filing Number	X119242-5
Received Date	02/06/2008
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ
Debtors	HON COMPANY THE
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	03/07/2007
Filing Number	X088626-2
Received Date	03/22/2007
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ
Debtors	HON COMPANY THE
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	07/13/2006
Filing Number	X067699
Received Date	07/20/2006
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ
Debtors	HON COMPANY, THE
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	06/27/2006
Filing Number	X066421
Received Date	07/10/2006
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ
Debtors	HON COMPANY, THE
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	04/05/2006
Filing Number	P534581
Received Date	04/14/2006
Collateral	Accounts receivable and proceeds - Leased Assets and proceeds - General intangibles(s) and proceeds - Leased Business machinery/equipment and proceeds - Leased Equipment and proceeds
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ
Debtors	HON COMPANY, THE
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Original

Filing Date	01/09/2006

Filing Number	P526800
Received Date	01/25/2006
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds
Secured Party	CANON FINANCIAL SERVICES, INC., MT. LAUREL, NJ
Debtors	HON COMPANY, THE
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction.

There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Special Events

Currency: All figures shown in USD unless otherwise stated

There are no Special Events recorded for this business.

Financials - D&B

Currency: All figures shown in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

Currency: All figures shown in USD unless otherwise stated

A detailed financial statement is not available from this company for publication.

Currency: All figures shown in USD unless otherwise stated

D&B currently has no financial information on file for this company

Company Profile

Currency: All figures shown in USD unless otherwise stated

COMPANY OVERVIEW

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

Legal Form
Unknown

History Record
Clear

Date Incorporated
07/02/1999

Business Commenced On
1999

State of Incorporation
IOWA

Ownership
Not publicly traded

Mailing Address
PO Box 1109
MUSCATINE, IA, 52761, UNITED STATES

Telephone
+1 563 272 7100

Website
www.hon.com

Present Control Succeeded
1999

SIC
5712

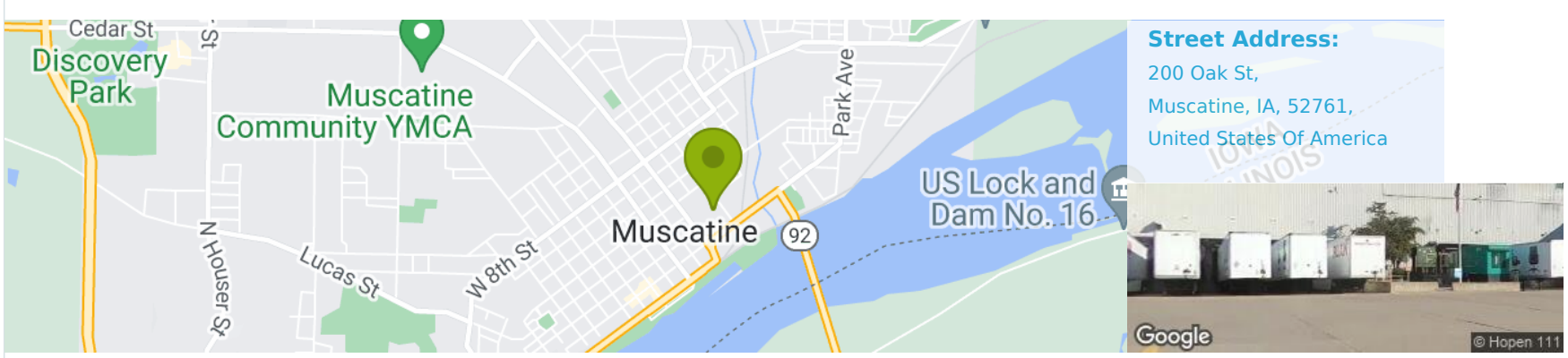
NAICS
449110

Employees
4,000 (450 here)

Age (Year Started)
25 Years (1999)

Named Principal
Brandon Bullock, PRES

Line of Business
Ret furniture



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2024-05-10
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	THE HON COMPANY LLC
Corporation Type	Unknown
State of Incorporation	IOWA
Registration ID	230031
Registration Status	ACTIVE
Filing Date	07/02/1999
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

Registered Agent

Name	C T CORPORATION SYSTEM
Address	400 E COURT AVE, DES MOINES, IA, 503090000

Registered Principal

Name	HON INDUSTRIES INC.
Title	-
Address	414 E 3RD ST, MUSCATINE, IA, 527610000

PRINCIPALS

Officers

BRANDON BULLOCK, PRES

Directors

DIRECTOR(S): THE OFFICER(S)

COMPANY EVENTS

The following information was reported on: 03/27/2024

The Iowa Secretary of State's business registrations file showed that The Hon Company LLC was registered as a Limited Liability Company on July 2, 1999, under the registration file number 230031.

Although this company operates as a Limited Liability Company, the members have elected to use officer titles to denote areas of responsibility.

Business started 1999.

BRANDON BULLOCK. Antecedents not available.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 03/27/2024

Business Information

Trade Names	(SUBSIDIARY OF HNI CORPORATION, MUSCATINE, IA); HON COMPANY; LEWIS OFFICE LLC
Description	Subsidiary of HNI Corporation, Muscatine, IA which operates as a manufacturer, wholesaler and retailer of office furnitures. HNI Corporation holds 100% ownership interest. As noted, this company is a subsidiary of HNI Corporation, DUNS # 00-526-9709, and reference is made to that report for background information on the parent company and its management. Retails furniture, specializing in office furniture (100%). Terms are Net 30 days. Sells to commercial concerns. Territory : International.
Employees	4,000 which includes officer(s). 450 employed here.
Financing Status	Secured
Seasonality	Nonseasonal.
Tenure	Rents
Facilities	Rents premises on 2nd floor of a multi story building.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
5712	Ret furniture	-
57129904	Office furniture	-

NAICS Codes	NAICS Description
449110	Furniture Retailers

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	Yes

Activity Summary	
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Associations

Currency: All figures shown in USD unless otherwise stated

All Credit Files with Same D-U-N-S® Number as this D&B Live Report

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT

Company Name	Type	Status	Date Created
The Hon Company LLC	ACCOUNT - #1349	No Action Recommended	02/26/2021
The Hon Company LLC	ACCOUNT - #1140	No Action Recommended	02/26/2021

Your Information

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

In Folders: View

Account Number

Endorsement/Billing Reference *
AlbrechtJ@hniworkplacefurnishings.com

Sales Representatives

Credit Limit

Total Outstanding

Your Information Currency
US Dollar (USD)

Audit Trail

Text | Timeline

From : May-22 To : May-24

Date/Time of the Event	Event Name	Triggered By	Message
05/22/2024 10:57 AM	Credit Report Pulled	Jesse Albrecht	The credit report was pulled
01/11/2024 11:43 AM	Credit Report Pulled	Jesse Albrecht	The credit report was pulled

Federal Information

FEDERAL EMPLOYER IDENTIFICATION NUMBER

DUN & Bradstreet, Inc. has compiled the following FEIN numbers for the business name in this report from the sources below. Dun & Bradstreet, Inc. provides this information "AS IS" with no guarantee as to its accuracy.

FEIN	Business Name	Address	Source	Date
42-1491474	THE HON COMPANY	P. O. BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF LABOR	03/01/2009
42-1491474	THE HON COMPANY	PO BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF LABOR	12/31/2003
42-1491474	THE HON COMPANY OWENSBORO WELFARE PLAN FOR LOCAL 2	PO BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF LABOR	03/01/2006
42-1161782	HENDERSON PIANO COMPANY,	PO BOX 1109, Muscatine, IA, 52761	TEXAS BUSINESS REGISTRATIONS	05/01/2015

FEIN	Business Name	Address	Source	Date
42-1316997	HON INDUSTRIES INC VOLUNTARY EMPLOYEES BENEFICIARY	PO BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF TREASURY - TAX EXEMPT	12/29/2005

CORPORATE FAMILY RELATIONSHIPS

The following establishments related to the subject of this report have reported activity with the Federal Government.
This is not a complete corporate family structure. To order more information on this business' corporate structure, use D&B's Global Family Linkage product.

D-U-N-S®	Business Name	Loans	Claims	Debarments	Contracts	Grants
00-636-5803	KIMBALL INTERNATIONAL, INC.	No	No	No	Yes	No
08-824-4231	KIMBALL INTL BRANDS INC	Yes	No	No	No	No
13-913-7611	NATIONAL OFFICE FURNITURE INC	No	No	No	Yes	No
01-052-4036	HNI CORPORATION	No	Yes	No	No	No
09-616-3746	DELVE INTERIORS, LLC	No	No	No	Yes	No
86-781-4444	MONESSEN HEARTH SYSTEMS CO LLC	No	Yes	No	No	No
12-804-5148	HICKORY BUSINESS FURNITURE LLC	No	No	No	Yes	No
00-636-4764	PAOLI LLC	No	Yes	No	Yes	No
12-031-6711	ALLSTEEL INC.	No	No	No	Yes	No
06-769-4315	MAXON FURNITURE INC.	No	No	No	Yes	No
19-993-6550	GUNLOCKE COMPANY L.L.C.	No	Yes	No	Yes	No

REPORTED U.S. GOVERNMENT CONTRACT ACTIONS

Reported Date	Contract Awarded	Contract ID	Contract Amount	Contract Name	Federal Supplier Code	Action Type	Contract Office & Agency
10/31/2019	2019-03	7D04/2	(3,000 (USD))	OFFICE FURNITURE	7110	PURCH USING SIMPLIFIED ACQ. PROCEDURES	DEPT OF DEFENSE
01/24/2019	2018-09	W912NR18F5035/	47,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE
01/24/2019	2018-08	W912NR18F5011/	66,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE
01/24/2019	2018-09	W912LC18F5023/	11,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE
01/24/2019	2018-09	W911SA18PV229/	21,000 (USD)	OFFICE FURNITURE	7110	PURCH USING SIMPLIFIED ACQ. PROCEDURES	DEPT OF DEFENSE

REPORTED FEDERAL LOANS AND LOAN GUARANTEES

No government activity has been found in this section.

CLAIMS, FEES, FINES, OVERPAYMENTS, PENALTIES AND OTHER MISC. REPORTED DEBTS TO FEDERAL AGENCIES

Reported Date	Established Date	Type	Amount	Current Due	Balance Due	Past Due	Cause	Federal Creditor	Account ID
07/10/2017	01/17/2014	PENALTY	6,670 (USD)	0 (USD)	0 (USD)	0 (USD)	ECHO FORMAL PENALTY	ENVIRONMENTAL PROTECTION AGCY	11000041586

REPORTED PARTY EXCLUDED FROM FEDERAL PROGRAM(S)

No government activity has been found in this section.

REPORTED U.S. GOVERNMENT GRANT AWARDS

No government activity has been found in this section.

HON FULL LIFETIME WARRANTY INFORMATION

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 (lamps and ballasts are not covered)
- 4-Way Stretch Mesh
- Seating controls
- Pneumatic Cylinders
- Wood Seating
- Accessories
- Laminate Surfaces

HON'S FULL 10-YEAR WARRANTY

- Coordinate™ Height Adjustable Bases (HHATB)

HON'S FULL 7-YEAR WARRANTY

- Coordinate™ Legacy Bases (HHAB and HREC)
- Workwall Markerboard Glass Tiles

HON'S FULL 5-YEAR WARRANTY

- All LED task lights
- Panel and seating textiles
- Coze™
- Between™ Multi-Purpose Table
- Acoustic Solutions by Unika Vaev
- Mod

HON'S FULL 1-YEAR WARRANTY

- Acrylic Screens

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 HON products that are covered under a separate 5-year 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 transfer 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.
- Fabric pattern match seat to back or chair to chair. If pattern match is needed, please submit a Tailored Solutions request or contact HON Customer Support/Tailored Solutions with questions.
- Storage Digilocks come with a 2-year warranty.

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
H434
H482
H484
HBL2101
HBL2101BF
HBL2102
HBL2103
HBL2111
HBL2111BF
HBL2115
HBL2121
HBL2123
HBL2145
HBL2146
HBL2155
HBL2162
HBL2163
HBL2164
HBL2171
HBL2180
HBL2183
HBL2194
HBL2211
HBL2213
HBL42CU
HBL72BFMODG
HBL72HDG
HBLC48D
HBLC72R
HBLH3160
HBLH3170
HBLMT48A
HBLMT48B
HBLMT48R
HBLMTO48A
HBLMTO48B
HBLMTO48R
HBLPBRIDGE
HBLPCLASSIC
HBLPCONTEMP
HBLPWC
HBMP2B
HBMP2F
HBMPT4824P
HBMPT4824X
HBMPT48MOD
HBMPT6024P
HBMPT6024X
HBMPT60MOD
HBMPT7224P
HBMPT7224X
HBMPT72MOD
HBTMS
HBV-P4224
HBV-P4230
HBV-P4236
HBV-P4242
HBV-P4248
HBV-P4260
HBV-P4272
HBV-P6024
HBV-P6030
HBV-P6036
HBV-P6042
HBV-P6048
HBV-P6060
HBV-P6072
HBV-P7224
HBV-P7230
HBV-P7236
HBV-P7242
HBV-P7248
HBV-P7260
HBV-PBS
HBV-PWB1
HBV-QC180
HBV-QC90
HBV-TBASE
HBV-VSH24
HBV-VSH30
HBV-VSH36
HBV-VSH42
HBV-VSH48
HBV-VSH60
HBXRISER
HC184236
HC187236
HML8851
HML8852
HML8858
HMNG15PED
HMNG30FCD
HMNG30FCO
HMNG30STDM
HMNG36FCD
HMNG36OVRD
HMNG36STDM
HMNG48WKSL
HMNG60OVRD
HMNG60WKS
HMNG60WKSL
HMNG72WKS
HMNGDLEG
HMNGOHLEG
HVL103
HVL105
HVL108
HVL131
HVL151
HVL161
HVL171
HVL205
HVL206
HVL210
HVL215
HVL220
HVL302
HVL303
HVL402
HVL443
HVL508
HVL511
HVL515
HVL518
HVL521
HVL525
HVL528
HVL531
HVL532
HVL534
HVL538
HVL541
HVL551
HVL581
HVL582
HVL585
HVL601
HVL604
HVL605
HVL606
HVL616
HVL641
HVL643
HVL653
HVL685
HVL691
HVL693
HVL701
HVL702
HVL705
HVL712
HVL721
HVL844
HVL852
HVL853
HVL862
HVL864
HVL871
HVL872
HVL873
HVL887
HVL888
HVL981
HVL982
HVL991
HVL995
HVLPERCH
HBLDCH7296A1
HBLDCH7296ES
HBLDCH7296N
HBLDCHL7272A1
HBLDCHL7272ES
HBLDCHL7272N
HBLLPP6678A1
HBLLPP6678ES
HBLLPP6678N
HBLLPP8484A1
HBLLPP8484ES
HBLLPP8484N
HBLMTB12A1
HBLMTB12ES
HBLMTB12N
HBLMTB16A1
HBLMTB16ES
HBLMTB16N
HBLMTB8A1
HBLMTB8ES
HBLMTB8N
HVL891
HVL892
HVL893
HVL894
HVL895
HBLMTR12A1
HBLMTR12ES
HBLMTR12N
HBLMTR16A1
HBLMTR16ES
HBLMTR16N
HBLMTR8A1
HBLMTR8ES
HBLMTR8N
HBLP3060A1
HBLP3060ES
HBLP3060N
HBLPP3066A1
HBLPP3066ES
HBLPP3066N
HBLUPP7210A1
HBLUPP7210ES
HBLUPP7210N
HBLUPPH72114ES
HBLUPPH72114A1
HBLUPPH72114N
HMLDP6024W
HMLDP6024C
HMLDPFO7660W
HMLDPFO7660C
HMLDF6060W
HMLDF6060C
HMLDPF7260W
HMLDPF7260C
HMLDPFO7260W
HMLDPFO7260C
HMLDPFO76602W
HMLDPFO76602C
HMLDPFO6082W
HMLDPFO6082C
HMLD60W
HMLD60C
HMLDF60W
HMLDF60C

Hickory Business Furniture, dba HBF, warrants to the original purchaser that its products are free from defects in materials and workmanship for a period of twelve (12) years from date of shipment, except as noted below. This warranty applies to single shift (standard 8-hour day, 5 days per week) use, and covers products delivered in the Americas: Canada, the Caribbean, Latin America, Mexico and the United States.

Exceptions

5 Years

Stacking chairs, metal chair frames, seating components including controls and adjustment mechanisms, monitor supports and tablet arm assemblies, wood, wood veneer, linoleum, low (LPL) and high (HPL) pressure laminate surfaces, solid surfaces, urethane, wood and wood edge treatments, and tailoring.

3 Years

Electrical components and power supplies, ballasts, height adjustment mechanisms and pneumatic cylinders, casters, glides, exposed wood frames and legs, marker and tack board surfaces, granite, marble and glass surfaces, and replacement parts.

2 Years

Graded-In HBF Textiles cover materials including, but not limited to, textiles, leathers and faux leathers. Licensed products are warranted to the original purchaser to be free from defects in materials and workmanship for a period of two (2) years from date of shipment, except as noted under the exclusions below.

Exclusions

Warranty does not apply to product failure or loss resulting from:

- Acts of nature, civil disobedience or social unrest.
- Normal wear and tear.
- COM (Customer's own materials) including, but not limited to solid surfaces, linoleum, laminates, textiles and upholstery materials, leathers, wood and wood veneers. These materials are subject to the original manufacturer's warranties only.
- Failure to apply, install, clean or maintain products according to published HBF or manufacturer instructions and guidelines.
- Use of harsh, abrasive or acidic cleaning agents; and chemicals or agents that may alter or degrade the appearance, materiality and structural integrity of the product.
- Physical or chemical abuse, misuse, neglect or accident.
- Unauthorized alteration or modification of the product.
- Unauthorized repair of the product.
- Products exposed to extreme environmental conditions, direct sunlight or improper storage.
- Products exposed to outdoor use, unless manufactured specifically for outdoor conditions.
- Products used for rental purposes.
- Substitution of any unauthorized components that are integral to the performance of the product.

Warranty does not cover:

- Replacement parts are covered for three (3) years or the balance of the original warranty, whichever is longer. Replacement parts for licensed products are covered for one (1) year of the balance of the original warranty, whichever is longer.
- Damage caused by carriers or concealed damage. Damage caused in-transit will be handled under separate terms.
- Damage caused by dealers and their subcontractors or agents.
- Custom and special product(s) are covered for three (3) years, and all other exclusions apply.
- Variations in surface and solid materials including color, grain, marbling, texture and veining.
- Variations in leather such as scars, wrinkles, and other marks.
- Variations in wood such as color, staining, grain, scars and other marks.
- Variations in textiles and other upholstery materials due to inconsistencies between dye lots.
- Color fastness due to aging or exposure to artificial or natural sunlight.
- Consumables, such as batteries, light bulbs and lamps.
- Products purchased "as is", used or secondhand.
- Products sold by unauthorized dealers or installers.

Warranty Provides Exclusive Remedies

Under this warranty, if a product fails during normal use during the warranty period as a result of a defect in materials or workmanship, HBF will, at its sole discretion, either repair or replace the product free of charge, which includes delivery and labor costs. If HBF determines the repair or replacement of the product(s) is not commercially practical, HBF may choose to refund the purchase price of the affected product.

This warranty applies to products purchased on or after June 1, 2017. For products purchased prior to June 1, 2017, please refer to the warranty terms and conditions in effect at that time.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRAN-TY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HICKORY BUSINESS FURNITURE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.

This warranty is non-transferable and valid to the original purchaser only. Warranty is enforceable only if products were acquired and installed by Hickory Business Furniture or one of its Authorized Resellers.

Dealer Name:	Address:	City:	State:	Zip:
ARCTIC OFFICE PRODUCTS	100 W FIREWEED LN	ANCHORAGE	AK	99503-2604
ARCTIC OFFICE PRODUCTS	1611 UNIVERSITY AVE S	FAIRBANKS	AK	99709-4989
THINK OFFICE LLC	1320 E 68TH AVE	ANCHORAGE	AK	99518
DIVISION 12 CONSULTING	4707 MCGILL CT	HOOVER	AL	35226
A-Z OFFICE RESOURCE INC	113 JETPLEX CIR STE A1	MADISON	AL	35758-8956
BUSINESS INTERIORS INC.	2309 5TH AVENUE SOUTH	BIRMINGHAM	AL	35233
BUSINESS INTERIORS INC.	1141 LAGOON BUSINESS LOOP	MONTGOMERY	AL	36117
BUSINESS INTERIORS INC.	100 CHURCH STREET SW STE 250	HUNTSVILLE	AL	35801
INTERIOR ELEMENTS LLC	2320 1ST AVE N STE 110	BIRMINGHAM	AL	35203-4302
KYSER OFFICEWORKS	2400 SPRUCE STREET	MONTGOMERY	AL	36107
MCALEER'S OFFICE FURNITURE	3305 SPRINGHILL AVE	MOBILE	AL	36607
OFFICE EQUIPMENT COMPANY OF MOBILE INC.	104 EAST I65	MOBILE	AL	36607
OSCO INTERIORS	229 GRANT STREET SE	DECATUR	AL	35601
PRINTERS & STATIONERS INC	113 N COURT ST	FLORENCE	AL	35630-4767
PRINTERS & STATIONERS INC	551 VETERANS DR	FLORENCE	AL	35630-5745
US BUSINESS PRODUCTS INC	3860 NAPIER FIELD RD	DOTHAN	AL	36303-0928
DAVID MARTIN INC.	4502 ACCESS RD	JONESBORO	AR	72401
ELITE WORKSPACE SOLUTIONS, LLC	711 E POINTER TRAIL	VAN BUREN	AR	72956
L & M OFFICE FURNITURE	2207 CANTRELL RD	LITTLE ROCK	AR	72202
MOSER CORPORATION	601 N 13TH ST	ROGERS	AR	72756
PETTUS OFFICE PRODUCTS	2 FREEWAY DR	LITTLE ROCK	AR	72204
ATMOSPHERE COMMERCIAL INTERIORS	815 N CENTRAL AVE	PHOENIX	AZ	85004-2004
ATMOSPHERE COMMERCIAL INTERIORS	88 E BROADWAY BLVD STE 100	TUCSON	AZ	85701-1720
FORWARD TILT	6340 E THOMAS RD, STE: 200	SCOTTSDALE	AZ	85251
WIST BUSINESS SUPPLIES	107 W JULIE DRIVE	TEMPE	AZ	85283
AAA BUSINESS SUPPLIES & INTERIORS	325 MENDELL ST	SAN FRANCISCO	CA	94124
AAA BUSINESS SUPPLIES & INTERIORS	1915 MARK CT #150	CONCORD	CA	94520
AAA BUSINESS SUPPLIES LP DBA PALACE BUSINESS SOLUTIONS	275 MENDELL STREET	SAN FRANCISCO	CA	94124
ABI OFFICE FURNITURE INC	9373 ACTIVITY RD STE L	SAN DIEGO	CA	92126-4409
BASK	4 PARK PLAZA	IRVINE	CA	92614
BERNARDS OFFICE FURNITURE	20935 WARNER CENTER LN STE B	WOODLAND HILLS	CA	91367-6511
BLUESPACE INTERIORS	23303 LA PALMA AVE	YORBA LINDA	CA	92887-4773
BLUESPACE INTERIORS	2840 N LIMA ST STE 110	BURBANK	CA	91504-2506
BUSINESS OFFICE OUTFITTERS	8807 CLAIREMONT MESA BLVD.	SAN DIEGO	CA	92123
CAL BENNETTS	615 N PLAZA DRIVE	VISALIA	CA	93291
CAMPBELL KELLER	3766 BRADVIEW DR	SACRAMENTO	CA	95827-9702
CAMPBELL KELLER	3041 65TH ST STE 3	SACRAMENTO	CA	95820-2021
COMPLETE OFFICE OF CA	12724 MOORE STREET	CERRITOS	CA	90703
CORPORATE BUSINESS INTERIORS (IRVINE)	3501 JAMBOREE RD STE 400	NEWPORT BEACH	CA	92660-2939
D&R OFFICE WORKS, INC.	9956 BALDWIN PLACE	EL MONTE	CA	91731
G&M BUSINESS INTERIORS	1099 W LA CADENA DR	RIVERSIDE	CA	92501
HOOVER'S COMMERCIAL SERVICES DBA BE WORKPLACE DESIGN	5159 COMMERCIAL CIR UNIT C	CONCORD	CA	94520
INSIDE SOURCE INC	985 INDUSTRIAL RD STE 101	SAN CARLOS	CA	94070-4157
INSIDE SOURCE INC	1221 DIAMOND WAY	CONCORD	CA	94520-5209
INSIDE SOURCE INC	2 EMBARCADERO CTR STE R2308	SAN FRANCISCO	CA	94111-3823
KIRKSEY & CO INC	18500 VON KARMAN AVE SUITE 350	IRVINE	CA	92612
MB CONTRACT FURNITURE	1001 GALAXY WAY STE 100	CONCORD	CA	59706
OFFICE & ERGONOMIC SOLUTIONS INC	8480 UTICA AVE	ANCHO CUCAMONG	CA	91730-3808
ONE WORKPLACE	2500 DE LA CRUZ BLVD.	CLARA	CA	95050
PARRON HALL CORPORATION	9655 GRANITE RIDGE DR STE 100	SAN DIEGO	CA	92123-2697
QUALITY OFFICE FURNISHINGS INC	23825 VIA DEL RIO	YORBA LINDA	CA	92887-2727
SIERRA SCHOOL EQUIPMENT COMPANY	3003 CITATION WAY	BAKERSFIELD	CA	93308
SOURCE CREATIVE OFFICE INTERIORS	18600 MACARTHUR BLVD.	IRVINE	CA	92612

STINSON STATIONERS	200 SONORA ST	BAKERSFIELD	CA	93305-5724
TANGRAM INTERIORS LLC	9200 SORENSEN AVE	SANTA FE SPRINGS	CA	90670-2645
TANGRAM INTERIORS LLC	1375 DOVE ST STE 300	NEWPORT BEACH	CA	92660-2406
TANGRAM INTERIORS LLC	7415 MEANY AVE	BAKERSFIELD	CA	93308
TANGRAM INTERIORS LLC	677 W PALMDON DR STE 101	FRESNO	CA	93704-1094
TOTAL CORPORATE SOLUTIONS	20335 S. WESTERN AVE	TORRANCE	CA	90501
TRICOUNTY OFFICE FURNITURE	1013 STATE ST, SANTA BARBARA	SANTA BARBARA	CA	93101
TRICOUNTY OFFICE FURNITURE	3955 E MAIN ST	VENTURA	CA	93003-5223
AMERICAN FURNITURE WAREHOUSE	8820 AMERICAN WAY	ENGLEWOOD	CO	80111
BC INTERIORS INC-HON	3550 FRONTIER AVE STE C2	BOULDER	CO	80301-2430
CONTRACT FURNISHINGS INC (DENVER)	3115 E 40TH AVE	DENVER	CO	80205-3659
DESKS INCORPORATED	445 BRYANT STREET, STE 8	DENVER	CO	80204
IE CONNECT LLC	1331 19TH STREET	DENVER	CO	80202
PROSPACE INTERIORS	50 HEINZ STREET	DELTA	CO	81416
RMRM INC-HON	520 NICHOLS BLVD	COLORADO SPRINGS	CO	80907-5437
SLATE	2501 BLAKE STREET	DENVER	CO	80205
SOURCE OFFICE & TECHNOLOGY	13350 W 43RD DR	GOLDEN	CO	80403-7238
WORKSPACE INNOVATIONS LTD	4414 E HARMON RD	FT. COLLINS	CO	80528
SUN TURTLE OFFICE FURNITURE-HON	1 BAILEY CIR	NEW LONDON	CT	06320-5865
COFCO, A HENRICKSEN COMPANY	1725 I STREET NW, STE: 250	WASHINGTON	DC	20006
EVENSONBEST LLC	1000 VERMONT AVE NW	WASHINGTON	DC	20005
PEABODY OFFICE	1310 L ST NW	WASHINGTON	DC	20005
STANDARD BUSINESS FURNITURE	35 SHERIDAN ST NW	WASHINGTON	DC	20011-1413
ALIGN 1 SOLUTIONS, LLC	1301 E BROWARD BLVD.	FORT LAUDERDALE	FL	33301
AMERICAN BUSINESS INTERIORS	2015 WAVERLY PL	MELBOURNE	FL	32901
AMERICA'S OFFICE SOURCE	706 TURNBULL AVE STE 305	ALTAMONTE SPRINGS	FL	32701
AMERICA'S OFFICE SOURCE	3803 CROSSROADS PKWY	FORT PIERCE	FL	34945
AMERICA'S OFFICE SOURCE	1100 25TH ST	WEST PALM BEACH	FL	33407-5609
BUSINESS INTERIORS INC.	111 S DE VILLIERS ST STE C	PENSACOLA	FL	32502
BUSINESS INTERIORS INC.	1211 GOVERNORS SQUARE BLVD. STE 100	TALLAHASSEE	FL	32301
BUSINESS INTERIORS INC.	4210 NW 37TH PL STE 500	GAINESVILLE	FL	32606
COMMERCIAL DESIGN SERVICES INC.	5805 BARRY RD	TAMPA	FL	33634
COMMERCIAL DESIGN SERVICES INC.	508 CAPITAL CIR SE STE C	TALLAHASSEE	FL	32301
COMMERCIAL DESIGN SERVICES INC.	8172 BAYMEADOWS WAY W	JACKSONVILLE	FL	32256
COMMERCIAL DESIGN SERVICES INC.	2405 LUCIEN WAY, STE 250	MAITLAND	FL	32751
COMPASS OFFICE SOLUTIONS	2450 HOLLYWOOD BLVD.	HOLLYWOOD	FL	33020
CORPORATE INTERIORS INC (ST PETERSBURG)	150 BUSCH DRIVE, #28360	JACKSONVILLE	FL	32226
CORPORATE INTERIORS INC (ST PETERSBURG)	902 CLINT MOORE RD	BOCA RATON	FL	33487-2800
CORPORATE INTERIORS INC (ST PETERSBURG)	12115 28TH ST N	SAINT PETERSBURG	FL	33716-1821
CORPORATE INTERIORS INC (ST PETERSBURG)	511 N FRANKLIN ST	TAMPA	FL	33602-4810
EMERALD COAST OFFICE PRODUCTS INC	3355 COPTER RD STE 3	PENSACOLA	FL	32514-7082
ERNIE MORRIS ENTERPRISES INC	232 N MAIN ST	BUSHNELL	FL	33513-5911
ERNIE MORRIS ENTERPRISES INC	1802 N ALAFAYA TRL	ORLANDO	FL	32826-4716
ERNIE MORRIS ENTERPRISES INC	4511 N HIMES AVE	TAMPA	FL	33614-7074
GALLOWAY OFFICE SUPPLIES & FURNITURE	10201 NW 21ST	DONAL	FL	33172
HOLMES & BRAKEL INTERNATIONAL INC	8933 WESTERN WAY ST. 2	JACKSONVILLE	FL	32256
HOLMES & BRAKEL INTERNATIONAL INC	3901 COCONUT PALM DR STE: 102	TAMPA	FL	33619
INTEGRATED FACILITY SYSTEMS	318 N MONROE ST	TALLAHASSEE	FL	32301
INTERIOR RESOURCE GROUP	11838 W COQUINA COURT	CRYSTAL RIVER	FL	34429
JC WHITE ARCHITECTURAL INTERIOR PRODUCTS	1662 NW 215 STREET	MIAMI GARDENS	FL	33056
MARCO OFFICE SUPPLY & PRTG	220 INDUSTRIAL BLVD	NAPLES	FL	34104-3704
OEC BUSINESS INTERIORS (GAINESVILLE)	1601 NW 80TH BLVD	GAINESVILLE	FL	32606-9140
OFFICE ENVIRONMENTS & SERVICES (OE&S)	1524 SAN MARCO BLVD.	JACKSONVILLE	FL	32207
OFFICE EXPRESS SUPPLIES INC.	8005 W 20TH AVE	HIALEAH	FL	33014
OFFICE WORX INC	475 ROBERTS RD	OLDSMAR	FL	34677
PERDUE OFFICE INTERIORS	5 W FORSYTH ST, STE 100	JACKSONVILLE	FL	32202

PERDUE OFFICE INTERIORS	313 N MONROE ST, STE 101	TALLAHASSEE	FL	32301
SIGNATURE PRODUCTS INC. DBA SIGNATURE SCHOOL PRODUCTS	220 SPRINGVIEW COMMERCIAL DR	DEBARY	FL	32713
SMITH OFFICE COMPUTER SUPPLY	1009 S 21ST AVE	HOLLYWOOD	FL	33020
STUDIO 71	8859 LA TERRAZZA PL	JACKSONVILLE	FL	32210
WORKSCAPES, INC.	8771 COLLEGE PARKWAY, SUITE 204, FORT MYERS	FORT MYERS	FL	33919
WORKSCAPES, INC.	1173 N ORANGE AVE	ORLANDO	FL	32804
WORKSCAPES, INC.	501 E KENNEDY BLVD	TAMPA	FL	33602
WORKSCAPES, INC.	1505 DENNIS ST, STE 600	JACKSONVILLE	FL	32204
YOUR SCHOOL RESOURCE GROUP DBA 3 OAKS RESOURCE GROUP	7600 SW 129TH STREET	PINECREST	FL	33256
AMERICAN INTERIORS	250 N ORLANDO AVE. SUITE 1600	ORLANDO	FL	32789
AMERICAN INTERIORS	100 S ASHLEY DR. SUITE 1300	TAMPA	FL	33602
ADVENT BUSINESS INTERIORS	1318 US HWY 82 W	LEESBURG	GA	31763
AUGUSTA BUSINESS INTERIORS INC	3127 DAMASCUS RD STE G	AUGUSTA	GA	30909-4000
CORPORATE ENVIRONMENTS	1636 NE EXPY	BROOKHAVEN	GA	30329
ERNIE MORRIS ENTERPRISES INC	2535 IVY ST E	CUMMING	GA	30041-6459
FOWLER OFFICE INTERIORS	940 W BROAD ST	ATHENS	GA	30601
MALONE OFFICE ENVIRONMENTS	1345 13TH AVE	COLUMBUS	GA	31901-2347
MALONE OFFICE ENVIRONMENTS	1344 12TH AVE	COLUMBUS	GA	31901
MASON INC.	2301-B ROWLAND AVE	SAVANNAH	GA	31404
MCGARITYS BUSINESS PRODUCTS	870 GROVE ST	GAINESVILLE	GA	30501
OFFICE CREATIONS	5250 BROOK HOLLOW PKWY	NORCROSS	GA	30071
OFFICE FURNITURE EXPO	5385 BUFORD HWY NE	DORAVILLE	GA	30340
OFFICE IMAGES	1515 HOLCOMB WOODS PKWY	ROSWELL	GA	30076
OFFICE INTERIORS INC (ATLANTA)	260 PEACHTREE ST NW STE 501	ATLANTA	GA	30303-1201
PERIMETER OFFICE PRODUCTS	3505 NEWPOINT PLACE	LAWRENCEVILLE	GA	30043
YOUNG OFFICE ENVIRONMENTS INC	1464 E VICTORY DR	SAVANNAH	GA	31404-4108
FISHER HAWAII	950 MANUNAPUNA STREET	HONOLULU	HI	96819
ALL MAKES OFFICE EQUIPMENT (DES MOINES)	500 E COURT AVE STE: 150	DES MOINES	IA	50309
ALL MAKES OFFICE EQUIPMENT (DES MOINES)	3970 NW URBANDALE DR	URBANDALE	IA	50322
BAILEY OFFICE OUTFITTERS	123 E 2ND ST	OTTUMWA	IA	52501
IOWA ILLINOIS OFFICE SOLUTIONS	5117 TREMONT AVE STE: A	DAVENPORT	IA	52807
KIRK GROSS	4015 ALEXANDRA DR	WATERLOO	IA	50702
OFFICE ELEMENTS (SIOUX CITY)	1102 4TH ST.	SIOUX CITY	IA	51101
OFFICE ELEMENTS (SIOUX CITY)	930 27TH AVE SW	CEDAR RAPIDS	IA	52404
STOREY KENWORTHY OFFICE SUPPLIES	309 LOCUST ST	DES MOINES	IA	50309
STOREY KENWORTHY OFFICE SUPPLIES	424 S BELL AVE	AMES	IA	50010
TALLGRASS BUSINESS RESOURCES	218 2ND ST	CORALVILLE	IA	52802
WELTER STORAGE	1945 BLAIRSFERRY ROAD NE	CEDAR RAPIDS	IA	52402
COMPLETE OFFICE LLC (WASHINGTON)	8491 W ELISA ST	BOISE	ID	83709-3615
FREEFORM	176 S CAPITOL BLVD	BOISE	ID	83702
IE CONNECT LLC	1290 W MYRTLE ST. STE 160	BOISE	ID	83702
INTERMOUNTAIN DESIGN	7840 GRATZ DR	BOISE	ID	83709-0771
PORTERS OFFICE PRODUCTS	1050 N 2ND EAST	REXBURG	ID	83440
ALLMAKES OFFICE FURNITURE	2334 4TH AVENUE	MOLINE	IL	61265
ARTHUR P O'HARA INC-HON	2801 CENTRE CIR DR	DOWNERS GROVE	IL	60515-1093
ATMOSPHERE COMMERCIAL INTERIORS	801 N PERRYVILLE RD STE 3	ROCKFORD	IL	61107-6232
CORPORATE CONCEPTS	500 WATERS EDGE LANE	LOMBARD	IL	60148
FRANK COONEY CO	700 TOUHY AVE	ELK GROVE	IL	60007
FRANK COONEY CO	1226 N MICHAEL DR STE C	WOOD DALE	IL	60191-1056
GARVEY'S OFFICE PRODUCTS	7500 N CALDWELL AVE	NILES	IL	60714
HENRICKSEN & COMPANY INC	1101 W THORNDALE AVE	ITASCA	IL	60143-1334
HENRICKSEN & COMPANY INC	401 SW WATER ST STE 507	PEORIA	IL	61602-1587
ILLINI SUPPLY INC.	111 ILLINI DRIVE	FORSYTH	IL	62535

KENTWOOD OFFICE FURNITURE INC	330 W ROOSEVELT RD	LOMBARD	IL	60148-4220
LAN OFFICE FURNISHINGS	410 E MAIN ST STE 102	BARRINGTON	IL	60010-4568
LARSON EQUIPMENT & FURNITURE CO	1000 E STATE PKWY STE F	SCHAUMBURG	IL	60173-4592
LOWERY MCDONNELL COMPANY	960 LIVELY BLVD	WOOD DALE	IL	60191-1204
MIDWEST OFFICE INTERIORS INC	10330 ARGONNE WOODS DR STE 600	WOODRIDGE	IL	60517-5102
MYOFFICEPRODUCTS LLC	9747 FOSTER AVE	SCHILLER PARK	IL	60176-1047
OFFICE ESSENTIALS INC	1999 WABASH AVE STE 200	SPRINGFIELD	IL	62704-5374
OFFICE ESSENTIALS INC	4765 INDUSTRIAL AVE	SPRINGFIELD	IL	62703-5319
OFFICE PLUS SOLUTIONS AND SUPPLY	1428 W GLEN FLORA AVE	WAUKEGAN	IL	60085-1717
OFFICE SPECIALISTS INC	143 E FERRIS ST	GALESBURG	IL	61401
SBM BUSINESS EQUIPMENT CENTER	501 LOCUST ST	STERLING	IL	61081
STOCKS OFFICE FURNITURE	602 S COUNTY RAIR DR	CHAMPAIGN	IL	61821
VILLA PARK OFFICE EQUIPMENT	1120 N VILLA AVE	VILLA PARK	IL	60181-1054
WAREHOUSE DIRECT	2001 S MOUNT PROSPECT RD	DES PLAINES	IL	60018-1808
WIDMER INTERIORS	8415 N ALLEN RD	PEORIA	IL	61615
RESOURCE ONE OF ILLINOIS	321 E ADAMS ST	SPRINGFIELD	IL	62701
BUSINESS ENVIRONMENTS	5611 E MORGAN AVE	EVANSVILLE	IN	47715
EDUCATIONAL FURNITURE	620 E 18TH STREET	MUNCIE	IN	47302
FINELINE LAMINATES INC	7868 ZIONSVILLE RD	INDIANAPOLIS	IN	46268-2177
HDW COMMERCIAL INTERIORS	2274 W 93RD AVE	MERRILLVILLE	IN	46410-6901
HUDSON OFFICE SOLUTIONS	708 E MAIN ST	WASHINGTON	IN	47501
JC INTERIORS LLC	11807 ALLISONVILLE RD # 305	FISHERS	IN	46038-2313
KENEFIC DESIGN ASSOCIATES LLC DBA KDA FURNITURE AND INTERIORS	7702 BLUFFTON ROAD	FT. WAYNE	IN	46809
KENTWOOD OFFICE FURNITURE INC	7226 E 87TH ST STE E	INDIANAPOLIS	IN	46256-1279
LEE COMPANY INC-HON	27 S 12TH ST	TERRE HAUTE	IN	47807-3901
OFFICE INTERIORS INC (GRANGER)	1415 UNIVERSITY DR CT	GRANGER	IN	46530-4296
OFFICE360	7301 WOODLAND DR	INDIANAPOLIS	IN	46278-1737
OFFICE360	104 BROADWAY ST	VINCENNES	IN	47591-1226
PEERLESS PRINTING & OFFICE SUPPLY CORP	513 S WASHINGTON ST	MARION	IN	46953-1962
PULSE TECHNOLOGY OF INDIANA	312 ROBERTS RD	CHESTERTON	IN	46304
RJE BUSINESS INTERIORS	621 EAST OHIO STREET	INDIANAPOLIS	IN	46202
SEELY OFFICE SOLUTIONS	5618 INDUSTRIAL RD	FT. WAYNE	IN	46825
SMITH & BUTTERFIELD	2800 LYNCH ROAD, SUITE D	EVANSVILLE	IN	47711
THREE RIVERS BUSINESS INTERIORS	3253 ST JOE CTR RD	FORT WAYNE	IN	46835
WORKSPACE SOLUTIONS (FORT WAYNE)	2208 PRODUCTION RD	FORT WAYNE	IN	46808-3656
OFFICE WORKS	12000 EXIT FIVE PARKWAY	FISHERS	IN	46037
GALAXIE BUSINESS EQUIPMENT	913 MAIN STREET	WINFIELD	KS	67156
MIDWEST SINGLE SOURCE	413 E 3RD	HUTCHINSON	KS	67501
MODERN BUSINESS INTERIORS	14205 W 95TH ST	LENEXA	KS	66215
NAVRATS	728 MECHANIC ST	EMPORIA	KS	66801
OFFICE PLUS OF KANSAS	6010 N. BROADWAY	WICHITA	KS	67219
PURE WORKPLACE SOLUTIONS	114 N ST. FRANCIS ST	WICHITA	KS	672020
PURE WORKPLACE SOLUTIONS	117 SE 10TH AVE	TOPEKA	KS	66612
SOUTHERN OFFICE SUPPLY	116 N MAIN STREET	MEDICINE LODGE	KS	67104
SOUTHERN OFFICE SUPPLY	417 N KANSAS AVE	LIBERAL	KS	67901
SPACES, INC	14950 W 86TH STREET	LENEXA	KS	66215
ACTION BUSINESS SUPPLIERS INC.	275 GOLD RUSH RD	LEXINGTON	KY	40503
BARREN COUNTY BUSINESS SUPPLY	400 SORENSON AVE	GLASGOW	KY	42141-1054
FRIENDS OFFICE	500 BUCK PL	LEXINGTON	KY	40511-6500
KEITH DANIEL & ASSOCIATES-HON	1161 RED MILE RD	LEXINGTON	KY	40504-2649
KERR OFFICE GROUP INC	509 ASSEMBLY DR	ELIZABETHTOWN	KY	42701-7303
KERR OFFICE GROUP INC	2515 FORT CAMPBELL BLVD.	HOKINSVILLE	KY	42240
KERR OFFICE GROUP INC	210 EAST MAIN STREET	CAMPBELLSVILLE	KY	42718
MUNSON BUSINESS INTERIORS	2307 RIVER RD STE 100	LOUISVILLE	KY	40206
MYOFFICEPRODUCTS LLC	805 S MAIN ST	HOPKINSVILLE	KY	42240-2111

OFFICE RESOURCES INC	12600 PLANTSIDE DR	LOUISVILLE	KY	40356
OFFICE RESOURCES INC	2472 FORTUNE DRICE	LEXINGTON	KY	40509
OFFICE RESOURCES INC	4020 ARMORY OAKS DR	NASHVILLE	KY	37204
OFFICE360	576 EAST MAIN STREET	FRANKFORT	KY	40601
PETTER BUSINESS SYSTEMS INC	5110 CHARTER OAK DR	PADUCAH	KY	42001-5209
CORPORATE INTERIORS INC (ST PETERSBURG)	7150 JEFFERSON HIGHWAY, STE 530	BATON ROUGE	LA	70802-5500
FERRIS OFFICESMART, LLC	8855 QUIMPER PL #5614	SHREVEPORT	LA	71105
GENERAL OFFICE SUPPLY	3045 W PINHOOK RD	LAFAYETTE	LA	70508
LOUISIANA OFFICE PRODUCTS, INC.	210 EDWARDS AVE.	HARAHAN	LA	70123
LOUISIANA OFFICE SUPPLY	7643 FLORIDA BLVD.	BATON ROUGE	LA	70806
LOUISIANA SCHOOL EQUIPMENT COMPANY, LLC	330 LEE DRIVE, SUITE B	BATON ROUGE	LA	70808
PETTUS OFFICE PRODUCTS	309 N 4TH ST	MONROE	LA	71201
PETTUS OFFICE PRODUCTS	4909 SHED RD	BOSSIER CITY	LA	71111
CREATIVE OFFICE RESOURCES INC.	44 THOMPSON PLACE	BOSTON	MA	2210
PEABODY OFFICE	234 CONGRESS STREET	BOSTON	MA	2110
RED THREAD SPACES LLC	101 SEAPORT BLVD. #600	BOSTON	MA	02210
AGILE OFFICE LLC	6411 IVY LN STE 700	GREENBELT	MD	20770-1411
AMERICAN DESIGN ASSOCIATES	9000 HARFORD ROAD	BALTIMORE	MD	21234
ATLANTIC CORPORATE INTERIORS, INC	6940 COLUMBIA GATEWAY DRIVE, SUITE 350	COLUMBIA	MD	21046
CONTRACT FURNITURE OPTIONS	210 OLD ISLAND CT	WALKERSVILLE	MD	21793
DANKER DBA FULTON STREET 1 LLC	9200 ALAKING COURT	CAPITOL HEIGHTS	MD	20743
DOURON	10 PAINTERS MILL RD	OWINGS MILLS	MD	21117
EDWARDS & HILL COMMUNICATIONS LLC	10810 GUILFORD RD, STE: 101-102	NNAPOLIS JUNCTIO	MD	20701
MOI INC	1801 PORTER ST SUITE 100	BALTIMORE	MD	21230
OFFICE IMAGES INC	2099 GAITHER RD STE 130	ROCKVILLE	MD	20850-4057
PRICE MODERN	2604 SISSON ST	BALTIMORE	MD	21211
RUDOLPH'S OFFICE COMPUTER AND SUPPLY	6610 AMBERTON DR STE 400	ELKRIDGE	MD	21075
THE SUPPLY ROOM	1300 MERCEDES DR	HANOVER	MD	21076-3140
ZOOM INC	1 LAUREL LEAF CT	POTOMAC	MD	20854-1769
CONSUMERS OFFICE FURNITURE DBA PINNACLE DESIGN	3700 BAY ROAD	SAGINAW	MI	48603
DISTRICT BY DESIGN LLC	48700 GRAND RIVER AVE	NOVI	MI	48374
DOUBLEDAY OFFICE PRODUCTS	2435 PLAZA DR	BENTON HARBOR	MI	49022-2229
INTERIOR ENVIRONMENTS	48700 GRAND RIVER AVE	NOVI	MI	48374-1228
KENTWOOD OFFICE FURNITURE INC	3063 BRETON RD SE	GRAND RAPIDS	MI	49512-1747
KENTWOOD OFFICE FURNITURE INC	801 S WAVERLY RD	LANSING	MI	48917-5202
KENTWOOD OFFICE FURNITURE INC	2420 W MICHIGAN AVE	JACKSON	MI	49202-3920
KENTWOOD OFFICE FURNITURE INC	400 GALLERIA OFFICE CENTRE #515	SOUTHFIELD	MI	48034
KERR ALBERT OFFICE SUPPLY INC	1121 MILITARY ST	PORT HURON	MI	48060-5418
METRO BUSINESS INTERIORS	1370 M 139	BENTON HARBOR	MI	49022
OFFICE EXPRESS (TROY)	1280 E BIG BEAVER RD	TROY	MI	48083-1946
SMART BUSINESS SOURCE	1940 NORTHWOOD	TROY	MI	48084
WEST MICHIGAN OFFICE INTERIORS INC	300 E 40TH ST	HOLLAND	MI	49423-5345
WEST MICHIGAN OFFICE INTERIORS INC	3308 S WESTNEDGE AVE	KALAMAZOO	MI	49008-4925
WEST MICHIGAN OFFICE INTERIORS INC	949 FRONT AVE NW	GRAND RAPIDS	MI	49504-4497
ATMOSPHERE COMMERCIAL INTERIORS	81 S 9TH ST STE 350	MINNEAPOLIS	MN	55402-3226
BUSINESS ESSENTIALS	6645 JAMES AVE N	MINNEAPOLIS	MN	55430-4535
HENRICKSEN & COMPANY INC	800 WASHINGTON AVE N STE 200	MINNEAPOLIS	MN	55401
HENRICKSEN & COMPANY INC	1101 W RIVER PKWY STE 100	MINNEAPOLIS	MN	55415-1215
INNOVATIVE OFFICE SOLUTIONS LLC	151 CLIFF RD E STE 40	BURNSVILLE	MN	55337-1586
NORTHERN BUSINESS PRODUCTS	2326 W SUPERIOR ST	DULUTH	MN	55806-1932
NORTHERN BUSINESS PRODUCTS	1210 LAKELAND DR SE	WILLMAR	MN	56201-4172
NORTHERN BUSINESS PRODUCTS	1003 CLOQUET AVE	CLOQUET	MN	55720-1694
NORTHERN BUSINESS PRODUCTS	1734 E 40TH ST	HIBBING	MN	55746-3663
NORTHERN BUSINESS PRODUCTS	240 MAIN ST	MARSHALL	MN	56258-1378
NORTHERN BUSINESS PRODUCTS	1202 SUN RIDGE DR	SAINT CLOUD	MN	56301-9178

SCHMIDT GOODMAN OFFICE PRODUCTS INC	1920 N BROADWAY AVE	ROCHESTER	MN	55906-4003
SCHMIDT GOODMAN OFFICE PRODUCTS INC	1941 BROADWAY AVE N	ROCHESTER	MN	55906-4010
CI SELECT	11840 WESTLINE INDUSTRIAL DR STE: 100	ST. LOUIS	MO	63146
FRE3DOM INTERIORS	4000 WASHINGTON ST	KANSAS CITY	MO	64111
INTERIOR LANDSCAPES	2121 CENTRAL ST STE: 144	KANSAS CITY	MO	64108
MODERN BUSINESS INTERIORS	1023 PORTWEST DR	ST. CHARLES	MO	63303
OFFICE ESSENTIALS INC	1939 E PHELPS ST	SPRINGFIELD	MO	65802-2282
OFFICE ESSENTIALS INC	1834 WALTON RD	SAINT LOUIS	MO	63114-5820
OFFICE ESSENTIALS INC	1548 ERIE ST	KANSAS CITY	MO	64116-3805
OFFICE ESSENTIALS INC	1901 VANDIVER DR	COLUMBIA	MO	65202-1914
PURE WORKPLACE SOLUTIONS	3525 ROANOKE RD	KANSAS CITY	MO	64111
CONTRACT FURNISHINGS	3129 MAIN STREET	KANSAS CITY	MO	64111
ANDERSON RETAIL INC	11 OFFICE PARK DR STE 20	HATTIESBURG	MS	39402-6135
ANDERSON RETAIL INC	515 W SCOOBA ST	HATTIESBURG	MS	39401-6304
FHM INC DBA OFFICEPRO	515 CHILDS ST	CORINTH	MS	38834-4808
INTERIOR ELEMENTS LLC	830 WILSON DR STE A	RIDGELAND	MS	39157-4508
MYOFFICEPRODUCTS LLC	277 COMMUNITY DR	TUPELO	MS	38801-6506
OFFICE PRODUCTS PLUS	208 PARK COURT	RIDGELAND	MS	39157
360 OFFICE SOLUTIONS	3676 PIERCE PKWY	BILLINGS	MT	59106-3905
360 OFFICE SOLUTIONS	212 ZOOT WAY	BOZEMAN	MT	59718-5930
360 OFFICE SOLUTIONS	206 W GRANITE ST	BUTTE	MT	59701-9236
360 OFFICE SOLUTIONS	700 SUNSET BLVD	KALISPELL	MT	59901
360 OFFICE SOLUTIONS	2019 CROMWELL DIXON LN	HELENA	MT	59602
CORPORATE INTERIORS & SALES INC.	1329 MORGANTON ROAD	FAYETTEVILLE	NC	28305
CREATIVE BUSINESS INTERIORS	8720 FLEET SERVICE DRIVE	RALEIGH	NC	27617
FORMS & SUPPLY INC (FSI)	6410 ORR RD	CHARLOTTE	NC	28213-6332
FORMS & SUPPLY INC (FSI)	3125 GRESHAM LAKE RD STE 109110	RALEIGH	NC	27615-4233
FORMS & SUPPLY INC (FSI)	3022 N KERR AVE STE A	WILMINGTON	NC	28405-8679
FORMS & SUPPLY INC (FSI)	1314 E 5TH ST	LUMBERTON	NC	28358-6030
FORMS & SUPPLY INC (FSI)	2606 PHOENIX DR STE 204	GREENSBORO	NC	27406-6353
HICAPS	600 N REGIONAL ROAD	GREENSBORO	NC	27409
HICAPS C2	600 N REGIONAL ROAD	GREENSBORO	NC	27409
INSTITUTIONAL INTERIORS	2851 VAN HURON DRIVE, SUITE 100	RALEIGH	NC	27615
INTERIOR ELEMENTS LLC	621 HILLSBOROUGH ST #201	RALEIGH	NC	27603
INTERIOR ELEMENTS LLC	7820 THORNDIKE RD	GREENSBORO	NC	27409-9690
INTERIOR ELEMENTS LLC	800 W HILL ST STE 404	CHARLOTTE	NC	28208-5365
KENNEDY OFFICE SUPPLY COMPANY INC	3035 HORSESHOE LN STE A	CHARLOTTE	NC	28208-6464
KENNEDY OFFICE SUPPLY COMPANY INC	3609 BASTION LN	RALEIGH	NC	27604-3861
OFFICE FURNITURE CONCEPTS INC (WILKESBORO)	1630 E BROAD ST	STATESVILLE	NC	28625-4304
OFFICE FURNITURE CONCEPTS INC (WILKESBORO)	4389 W US HWY 421	WILKESBORO	NC	28697-9175
YOUNG OFFICE ENVIRONMENTS INC	71 THOMPSON ST	ASHEVILLE	NC	28803-2328
STEPHENS OFFICE SYSTEMS INC	300 FOSTER AVE	CHARLOTTE	NC	28203
BUSINESS ESSENTIALS	205 MAIN AVE E	WEST FARGO	ND	58078-1833
CONNECT INTERIORS LLC	3803 MAIN AVENUE	FARGO	ND	58103
INTEROFFICE	1630 1ST AVE N SUITE A	FARGO	ND	58102
ALL MAKES OFFICE EQUIPMENT (LINCOLN)	3333 O ST	LINCOLN	NE	68510
ALL MAKES OFFICE EQUIPMENT (OMAHA)	2558 FARNAM ST	OMAHA	NE	68131
CI SELECT	4614 DODGE ST	OMAHA	NE	68132
EAKES OFFICE SOLUTIONS	617 W 3RD ST	GRAND ISLAND	NE	68801
EAKES OFFICE SOLUTIONS	3636 W STOLLEY PARK RD STE: C	GRAND ISLAND	NE	68803
EAKES OFFICE SOLUTIONS	2401 AVENUE A	KEARNEY	NE	68847
EAKES OFFICE SOLUTIONS	520 N VINE ST	NORTH PLATTE	NE	69101
EAKES OFFICE SOLUTIONS	839 W 2ND STREET	HASTINGS	NE	68901
EAKES OFFICE SOLUTIONS	2911 13TH ST	COLUMBUS	NE	68601

EAKES OFFICE SOLUTIONS	201 S 1ST STREET	NORFOLK	NE	68701
EAKES OFFICE SOLUTIONS	2630 N YAGER RD STE: 501	FREMONT	NE	68025
CASEY'S EXECUTIVE INTERIORS INC T/A CEI	152 US HIGHWAY 22	GREEN BROOK	NJ	8812
CREATIVE OFFICE RESOURCES	90 WOODBRIDGE CTR DRIVE	WOODBRIDGE	NJ	7095
DANCKER LLC	231 EVANS WAY	SOMERVILLE	NJ	08876
EVENSONBEST LLC	400 CONNELL DR	BERKELEY HEIGHTS	NJ	07922
HARTMAN OFFICE FURNITURE	53 S JEFFERSON RD STE F	WHIPPANY	NJ	7981
HERTZ FURNITURE SYSTEMS LLC	170 WILLIAMS DR	RAMSEY	NJ	07446
INNOVATIVE COMMERCIAL INTERIORS INC	806 SILVIA ST	WEST TRENTON	NJ	08628-3239
JC OFFICE CONSULTANTS	242 UNION AVENUE	SOMERVILLE	NJ	08776
KAD ASSOCIATES	1000 WOODBRIDGE CENTER DRIVE	WOODBRIDGE	NJ	7095
PARAMOUNT FMS	72 READINGTON RD	BRANCHBURG	NJ	08876-3541
PREMIER SUPPLIES USA INC.	525 WINDSOR DRIVE	SECAUCUS	NJ	7094
SAVEON STATIONARY CO INC. DBA MACO OFFICE SUPPLIES	1000 KENNEDY BLVD	UNION CITY	NJ	7087
TANNER NORTH JERSEY FURNITURE, LLC	1251 LAKEWOOD-FARMINGDALE RD	HOWELL	NJ	7731
BECK TOTAL OFFICE INTERIORS	8300 JEFFERSON ST NE, STE: A	ALBUQUERQUE	NM	87113
PARKERS INC OFFICE PRODUCTS	714 W MAIN ST STE C	FARMINGTON	NM	87401-5639
SANDIA OFFICE SUPPLY	5801 OFFICE BLVD. NE	ALBUQUERQUE	NM	87109
DALVEY DESIGN INC	3100 W SIRIUS AVE STE 100	LAS VEGAS	NV	89102-0502
DALVEY DESIGN INC	5173 S EASTERN AVE	LAS VEGAS	NV	89119-2304
OFFICE FURNITURE USA	40 N MOJAVE RD	LAS VEGAS	NV	89101
RENO BUSINESS INTERIORS	427 RIDGE ST STE D	RENO	NV	89501-1738
ACCENT COMMERCIAL FURNITURE INC	3 INTERSTATE AVE STE 2	ALBANY	NY	12205-5331
AFD CONTRACT FURNITURE	810 7TH AVENUE	NEW YORK	NY	10019
BUFFALO OFFICE INTERIORS	1418 NIAGRA ST	BUFFALO	NY	14213
CREATIVE OFFICE RESOURCES	1115 BROADWAY FL 6	NEW YORK	NY	10010
DRB BUSINESS INTERIORS INC	153 REGENT ST	SARATOGA SPRINGS	NY	12866-4370
EATON OFFICE SUPPLY CO INC	180 JOHN GLENN DR	AMHERST	NY	14228-2228
EMPIRE OFFICE	654 MADISON AVENUE	NEW YORK	NY	10065
FURNITURE PRO CORP	355 SPOOK ROCK RD	AIRMONT	NY	10901
HENRICKSEN & COMPANY INC	1040 AVENUE OF THE AMERICAS FL 22	NEW YORK	NY	10018-3762
HUMMELS OFFICE EQUIPMENT	25 CANAL STREET	MOHAWK	NY	13407
INTERIOR INNOVATIONS	1641 E GENESEE STREET	SYRACUSE	NY	13210
INTIVITY INC.	106 DESPATCH DRIVE	EAST ROCHESTER	NY	14445
LEWIS STEVENSON OFFICE SOLUTIONS	25 W 31ST STREET, 9TH FLOOR	NEW YORK	NY	10001
LPS OFFICE INTERIORS	75 BROADHOLLOW RD	FARMINGDALE	NY	11735-1700
MID CITY OFFICE EQUIPMENT	2495 MAIN STREET, SUITE 240	BUFFALO	NY	18553
MILLINGTON LOCKWOOD	3901 GENSEE ST	BUFFALO	NY	14225
NICKERSON NY LLC	11 MOFFITT BLVD.	BAY SHORE	NY	11706
PROFTECH	10 SKYLINE DRIVE	HAWTHORNE	NY	10532
SCHOOL FURNITURE AND INTERIORS	32 COPPER WOODS	PITTSFORD	NY	14534
STONEHILL SALES & SERVICES LLC	32 HEATHER LN	MIDDLETOWN	NY	10940-7203
SYRACUSE OFFICE ENVIRONMENTS	375 ERIE BLVD W	SYRACUSE	NY	13202-1011
SYRACUSE OFFICE ENVIRONMENTS	214 SOLAR ST	SYRACUSE	NY	13204-1426
TECH VALLEY OFFICE INTERIORS	50 MOHAWK STREET	COHOES	NY	12047
TRI STATE OFFICE INTERIORS	19 W 21ST STREET	NEW YORK CITY	NY	10010
WORKPLACE INTERIORS	400 PUCKETTS LANDING	FAIRPORT	NY	14450
WORKPLACE INTERIORS OF BUFFALO	815 HILLSIDE AVE	ROCHESTER	NY	14618
EVENSONBEST LLC	641 AVENUE OF THE AMERICAS FL 6	NEW YORK	NY	10011
AMERICAN INTERIORS	1001 LAKESIDE AVE E STE 150	CLEVELAND	OH	44114-1147
AMERICAN INTERIORS	302 S BYRNE RD BLDG 100	TOLEDO	OH	43615-6208
AMMONS COMMERCIAL INTERIORS	25671 FORT MEIGS ROAD, STE H	PERRYSBURG	OH	43551
AMMONS COMMERCIAL INTERIORS	7651 BALDWIN CT	HOLLAND	OH	43528
CHARLES RITTER CO	35 W 6TH ST	MANSFIELD	OH	44902-1038

CONTINENTAL OFFICE FURNITURE CORPORATION	5061 FREEWAY DRIVE E	COLUMBUS	OH	43229
DUPLER OFFICE	330 W SPRING ST STE 150	COLUMBUS	OH	43215-7317
ENVIRONMENTS 4 BUSINESS LLC	3421 RIDGEWOOD RD STE 270	FAIRLAWN	OH	44333-3186
ENVIRONMENTS 4 BUSINESS LLC	1400 W 10TH ST	CLEVELAND	OH	44113-1215
FRIENDSOFFICE	2300 BRIGHT RD	FINDLAY	OH	45840-5432
FRIENDSOFFICE	2473 BELVO ROAD	MIAMISBURG	OH	45342
FRIENDSOFFICE	7099 HUNTLEY ROAD, SUITE 102	COLUMBUS	OH	43229
INDEPENDENCE BUSINESS SUPPLY	25701 RICHMOND ROAD	BEDFORD HEIGHTS	OH	44146
INNOVATIVE OFFICE SOLUTIONS	8016 INDUSTRIAL DRIVE	MARIA STEIN	OH	45860
KING BUSINESS INTERIORS	1400 GOODALE BLVD, STE 102	COLUMBUS	OH	43212
LOTH, INC.	855 GRANDVIEW AVE	COLUMBUS	OH	43215
LOTH, INC.	3574 E KEMPER RD	CINCINNATI	OH	45241
OFFICE FURNITURE SOURCE	2920 E KEMPER ROAD	CINCINNATI	OH	45241
O'REILLY OFFICE LLC	300 SPRUCE STREET	COLUMBUS	OH	43215
RJE INTERIORS INC.	623 BROADWAY STREET	CINCINNATI	OH	45202
SEAGATE OFFICE PRODUCTS	25701 RICHMOND ROAD	BEDFORD HEIGHTS	OH	44146
WILLIAMS INTERIOR DESIGNS	4449 EASTON WAY 2ND	COLUMBUS	OH	43219
ADMIRAL EXPRESS OFFICE	1823 N YELLOWOOD AVE	BROKEN ARROW	OK	74012
L&M OFFICE FURNITURE LLC	12424 E 55TH ST	TULSA	OK	74146
SPACES INC.	2801 COLTRANE PLACE	EDMOND	OK	73034
WILSON BAUHAUS INTERIORS	426 E 4TH ST	TULSA	OK	74120
ENVIRONMENTS, AN INSIDESOURCE COMPANY	2055 NW SAVIER ST	PORTLAND	OR	97209
MOMENTUM PROCUREMENT GROUP	8305 SE MONTEREY AVE	HAPPY VALLEY	OR	97086
NW OFFICE INTERIORS INC	6400 SE LAKE RD STE 142	MILWAUKIE	OR	97222-2186
OPNW - OFFICE PRODUCTS NATIONWIDE	12600 SW 68TH AVE	PORTLAND	OR	97223-8338
ROSE CITY OFFICE FURNISHINGS	5130 N BASIN AVE. UNIT #1	PORTLAND	OR	97217
BENJAMIN ROBERTS LTD	119 SOUTH TREE DR	LANCASTER	PA	17603-3528
COFCO, A HENRICKSEN COMPANY	THREE PARKWAY, 1601 CHERRY STREET, 16TH FLOOR	PHILADELPHIA	PA	19133
FRANKLIN INTERIORS	2740 SMALLMAN ST, STE 600	PITTSBURGH	PA	15222
GUERNSEY INC	5040 LOUISE DR STE 106	MECHANICSBURG	PA	17055-4897
HUFFMANS OFFICE EQUIPMENT CO	5318 LYCOMING MALL DR	MONTOURSVILLE	PA	17754-8318
INTERIOR WORKPLACE SOLUTIONS (IWS)	6765 AMBASSADOR DRIVE	ALLENTOWN	PA	18106
MCCARTNEY'S INC.	819 HOWARD AVE	ALTOONA	PA	16601
OFFICE BASICS	22 CREEK CIRCLE	BOOTHWYN	PA	19061
OFFICE FURNITURE WAREHOUSE	11660 KELEKET	PITTSBURGH	PA	15235
OFFICE SERVICE COMPANY	1009 TUCKERTON CT	READING	PA	19605-1177
PEMCO	1700 N HIGHLAND RD	PITTSBURGH	PA	15241
PHILLIPS WORKPLACE INTERIORS INC	6345 FLANK DR STE 1200	HARRISBURG	PA	17112-2765
PREMIER ENVIRONMENTS	2601 BAGLYOS CIRCLE	BETHLEHEM	PA	18020
STONE OFFICE EQUIPMENT INC	321 PEAR ST	SCRANTON	PA	18505-1621
SUPPLYSOURCE INC.	415 W 3RD STREET	WILLIAMSPORT	PA	17701
TANNER OF PA INC	7813 DERRY ST	HARRISBURG	PA	17111-5265
TRI-STATE OFFICE FURNITURE	ONE SEXTON RD	MCKEES ROCKS	PA	15136
SHEEHANS OFFICE INTERIORS INC	524 PARK AVE	PORTSMOUTH	RI	02871-4940
CORPORATE INTERIORS INC (ST PETERSBURG)	1051 MARKET ST	COLUMBIA	SC	29201-4740
FORMS & SUPPLY INC (FSI)	3215B BENCHMARK DR	LADSON	SC	29456-3862
FORMS & SUPPLY INC (FSI)	99 VANTAGE POINT DR	WEST COLUMBIA	SC	29172-3001
FORMS & SUPPLY INC (FSI)	454A FAIRFOREST WAY	GREENVILLE	SC	29607-4436
GREENVILLE OFFICE SUPPLY CO INC	310 E FRONTAGE RD	GREER	SC	29651-6913
HERALD OFFICE SOLUTIONS	909 BROADWAY ST	MYRTLE BEACH	SC	29577-3718
HERALD OFFICE SOLUTIONS	708 N 1ST AVE	DILLON	SC	29536-2402
HERALD OFFICE SOLUTIONS	736 BROAD ST	SUMTER	SC	29150-3359
HERALD OFFICE SOLUTIONS	90 N SHORECREST RD STE A	COLUMBIA	SC	29209-4500
HERALD OFFICE SOLUTIONS	127 CHESTERFIELD HWY	CHERAW	SC	29520-3001

HERALD OFFICE SOLUTIONS	3250 TILE DR	CHARLESTON	SC	29414-9999
HERALD OFFICE SOLUTIONS	1716 BYPASS 72 NE	GREENWOOD	SC	29649-1691
INTERIOR ELEMENTS LLC	1940 ALGONQUIN RD. SUITE 104	CHARLESTON	SC	29405
LORICK OFFICE PRODUCTS	910 WASHINGTON STREET	COLUMBIA	SC	29201
NU-IDEA SCHOOL SUPPLY COMPANY INC.	710 S GUIGNARD DR	SUMTER	SC	29150
OFFICE INTERIORS OF SOUTH CAROLINA	146 W PHILLIPS ROAD	GREER	SC	29650
WULBERN KOVAL COMPANY INC	1111 MORRISON DR	CHARLESTON	SC	29403-3110
YOUNG OFFICE ENVIRONMENTS INC	1280 RIDGE RD	GREENVILLE	SC	29607-4626
YOUNG OFFICE ENVIRONMENTS INC	1104 SHOP RD	COLUMBIA	SC	29201-4743
YOUNG OFFICE ENVIRONMENTS INC	4434 COLUMBIA RD	MARTINEZ	SC	30907-4556
DAKOTA TYPEWRITER EXCHANGE DBA DAKOTA BUSINESS CENTER	1635 DEADWOOD AVE	RAPID CITY	SD	57702
A & W SUPPLY INC	10653 DUTCHTOWN RD	KNOXVILLE	TN	37932-3206
A-Z OFFICE RESOURCE INC	3014 OWEN DR	ANTIOCH	TN	37013-2413
A-Z OFFICE RESOURCE INC	5920 MIDDLEVIEW WAY	KNOXVILLE	TN	37909-1251
A-Z OFFICE RESOURCE INC	9 BUSINESS WAY	GRAY	TN	37615-6240
A-Z OFFICE RESOURCE INC	1600 E ANDREW JOHNSON HWY	MORRISTOWN	TN	37814-5443
A-Z OFFICE RESOURCE INC	1065 WILLOW INDUSTRIAL CT STE A	COOKEVILLE	TN	38501-4138
A-Z OFFICE RESOURCE INC	781 AIRWAYS BLVD STE A	JACKSON	TN	38301-3238
A-Z OFFICE RESOURCE INC	1245 SYCAMORE VIEW RD	MEMPHIS	TN	38134
COS BUSINESS PRODUCTS & INTERIORS	1548 RIVERSIDE DR	CHATTANOOGA	TN	37406-4313
ERNIE MORRIS ENTERPRISES INC	1126 HARPETH INDUSTRIAL CT.	FRANKLIN	TN	37064-2224
INSPIRE BUSINESS INTERIORS	725 W WALNUT ST	JOHNSON CITY	TN	37604-6523
INSPIRE BUSINESS INTERIORS	310 LAFE COX DR	JOHNSON CITY	TN	37604-7444
INTERIOR ELEMENTS LLC	118 N PETERS RD STE 262	KNOXVILLE	TN	37923-4927
KIRKSEY & CO.	565 MARRIOTT DRIVE STE 330	NASHVILLE	TN	37214
MYOFFICEPRODUCTS LLC	320 TECH PARK DR STE 100	LA VERGNE	TN	37086-3647
MYOFFICEPRODUCTS LLC	1501 CORPORATE PL STE 400	LA VERGNE	TN	37086-3596
MYOFFICEPRODUCTS LLC	22 CENTURY BLVD STE 420	NASHVILLE	TN	37214-3724
NASHVILLE OFFICE INTERIORS	611 3RD AVE S	NASHVILLE	TN	37210-2169
NASHVILLE OFFICE INTERIORS	4167 S CREEK RD	CHATTANOOGA	TN	37406-1022
OFFICE INTERIORS OF MEMPHIS	281 MOORE LANE	COLLIERVILLE	TN	38017
OFFICE INTERIORS OF MEMPHIS	3981 DELP ST	MEMPHIS	TN	38118-6110
PETTUS OFFICE PRODUCTS	1830 AIR LANE DR	NASHVILLE	TN	37210
SCHOOL & OFFICE SUPPLY	10653 DUTCHTOWN RD	KNOXVILLE	TN	37932-3206
SPACES GROUP, LLC	7760 TRINITY RD, SUITE 106	CORDOVA	TN	38018
SYNERGY, A HENRICKSEN COMPANY	1030 16TH AVE S, SUITE 100	NASHVILLE	TN	37203-4641
SYNERGY, A HENRICKSEN COMPANY	220 W. JACKSON AVE, SUITE 106	KNOXVILLE	TN	37902-1309
A & W SUPPLY INC	222 S STAPLES STREET	CORPUS CHRISTI	TX	78401
ABLES LAND INC	428 S FANNIN AVE	TYLER	TX	75702
BAUHAUS INTERIORS GROUP	1645 STEMMONS FWY STE: A	DALLAS	TX	75207
BI EXPRESS OFFICE FURNITURE	1111 VALLEY VIEW LN	IRVING	TX	75061-6008
BROUSSARD GROUP	4985 EISENHAUER RD STE: 103	SAN ANTONIO	TX	78218
BUSINESS ESSENTIALS	2217 N STATE LINE	TEXARKANA	TX	75501
BUSINESS INTERIORS EL PASO	28 CONCORD ST. STE: C	EL PASO	TX	79906
CARROLLS DISCOUNT OFFICE FURNITURE CO	5615 S RICE AVE	HOUSTON	TX	77081-2117
CHALLENGE OFFICE PRODUCTS INC	6015 S LOOP E	HOUSTON	TX	77033-1041
COASTAL OFFICE SOLUTIONS	1514 N BEN JORDAN ST. STE: B	VICTORIA	TX	77901
CORE OFFICE INTERIORS AUSTIN	10300 METRIC BLVD STE 200	AUSTIN	TX	78758-4966
CORE OFFICE INTERIORS HOUSTON	7108 OLD KATY RD STE 150	HOUSTON	TX	77024-2153
CORE OFFICE INTERIORS HOUSTON	816 CAMARON STREET, STE 105	SAN ANTONIO	TX	78212
DC INTERIORS	6896A ALAMO DOWNS PKWY STE: 100	SAN ANTONIO	TX	78238
EXPRESS OFFICE	29 BUTTERFIELD TRAIL BLVD STE A	EL PASO	TX	79906
EXPRESS OFFICE	12454 PASEO DE CRUZ CT.	EL PASO	TX	79928
FACILITECH INC. DBA BUSINESS INTERIORS	1111 VALLEY VIEW	IRVING	TX	75061
FACILITIES RESOURCES INC	1641 SCOTTSDALE DR	CEDAR PARK	TX	78641

FACILITY RX	2715 N ST. MARY'S ST	SAN ANTONIO	TX	78212
FURNITURE SOLUTIONS NOW, LTD	1505 OAK LAWN AVE STE: 300	DALLAS	TX	75207
GATEWAY PRINTING & OFFICE SUPPLY	315 S CLOSNER BLVD	EDINBURG	TX	78539-4560
GATEWAY PRINTING & OFFICE SUPPLY	14803 BULVERDE RD	SAN ANTONIO	TX	78247-2603
GATEWAY PRINTING & OFFICE SUPPLY	13003 SOUTHWEST FWY STE 170	STAFFORD	TX	77477-4119
GATEWAY PRINTING & OFFICE SUPPLY	4934 GREENWOOD DR	CORPUS CHRISTI	TX	78416-1343
GL SOLUTIONS 3 LLC DBA BECK TOTAL OFFICE INTERIORS	7198 MERCHANT AVE, STE: A2	EL PASO	TX	79915
GONZALEZ SOLUTIONS FOR BUSINESS	600 CONGRESS AVE FL 14	AUSTIN	TX	78701
GREATER HOUSTON OFFICE PRODUCTS	1309 W LEAGUE CITY PKWY	LEAGUE CITY	TX	77573
GREENWOOD OFFICE OUTFITTERS	2951 SUFFOLK DRIVE STE: 640	FORT WORTH	TX	76133
HERNANDEZ OFFICE SUPPLY	119 N 17TH STREET	NEDERLAND	TX	77022
INDECO SALES INC	700 W BEDFORD EULESS RD	HURST	TX	76053
INDECO SALES INC	805 E 4TH AVE	BELTON	TX	76513-2769
INDECO SALES INC	9001 JAMEEL RD STE 180	HOUSTON	TX	77040-5092
INDECO SALES INC	8850 N MACARTHUR BLVD.	IRVING	TX	75063
IQ TOTAL SOURCE LLC	4660 PINE TIMBERS STREET, STE: 132	HOUSTON	TX	77041
J R INC	9223 CONVERSE BUSINESS LN	CONVERSE	TX	78109-2010
J R INC	13017 MISTY WILLOW DR	HOUSTON	TX	77070
J R INC	1908 JOE STEPHENS AVE	WESLACO	TX	78599-3702
J TYLER SERVICES INC	5920 MILWEE ST	HOUSTON	TX	77092-6214
J TYLER SERVICES INC	10641 HADDINGTON DR	HOUSTON	TX	77043-3228
LEARNING ENVIRONMENTS LLC	2323 CLEAR LAKE CITY BLVD., SUITE 180	HOUSTON	TX	77062
LETOURNEAU INTERESTS, INC.	5819 MILWEE STREET	HOUSTON	TX	77092
LONE STAR FURNISHINGS LLC	4301 REEDER DR STE 100	CARROLLTON	TX	75010-4467
MARTINS OFFICE SUPPLY	822 W PEARL ST	GRANBURY	TX	76048
MCCOY ROCKFORD	6869 OLD KATY RD	HOUSTON	TX	77024
MCKINNEY OFFICE SUPPLY	8333 DOUGLAS AVE., SUITE 340	DALLAS	TX	75225
MYOFFICEPRODUCTS LLC	6605 ROXBURGH DR STE 400	HOUSTON	TX	77041-5207
MYOFFICEPRODUCTS LLC	2926 CONGRESSMAN LN	DALLAS	TX	75220-1410
NAVAJO	1200 S TAYLOR ST	AMARILLO	TX	79101
OAK CLIFF OFFICE SUPPLY & PRINTING	1876 LONE STAR DR	DALLAS	TX	75212
OFFICE MAKER INC (OMI)	1005 KATYLAND DR	KATY	TX	77493
OFFICESOURCE LTD	1133 BROADWAY	SAN ANTONIO	TX	78215
OFFICEWISE FURNITURE & SUPPLY	1200 S TAYLOR	AMARILLO	TX	79101-4314
OFFICEWISE FURNITURE & SUPPLY	1301 13TH ST	LUBBOCK	TX	79401-3915
OFFICEWISE FURNITURE & SUPPLY	209 S JOHNSON ST	AMARILLO	TX	79101-1648
OFFICEWISE FURNITURE & SUPPLY	2310 W MICHIGAN AVE	MIDLAND	TX	79701-5830
PERRY OFFICE PLUS	1401 N 3RD ST	TEMPLE	TX	76501-1648
PIONEER CONTRACT SERVICES	8090 KEMPWOOD DR	HOUSTON	TX	77055
PLANO OFFICE SUPPLY	1405 E PLANO PKWY	PLANO	TX	75074
RELIANT BUSINESS PRODUCTS	40647 HADDINGTON DR	HOUSTON	TX	77043
RELIANT BUSINESS PRODUCTS	119 N 17TH ST	NEDERLAND	TX	77627
SCHOOL SPECIALTY			TX	
SHELBY DISTRIBUTORS	29 BUTTERFIELD TRAIL BLVD.	EL PASO	TX	79906
SMARKETING BUSINESS SYSTEMS	2525 W BELLFORT ST STE: 110	HOUSTON	TX	77054
TANGRAM INTERIORS LLC	9755 CLIFFORD DRIVE, STE: 100	DALLAS	TX	75220
TEJAS OFFICE PRODUCTS INC	1225 W 20TH ST	HOUSTON	TX	77008
TEXAS FURNITURE SOURCE	14560 MIDWAY RD	FARMERS BRANCH	TX	75244
TEXAS INTERIOR RESOURCES	1444 OAK LAWN AVENUE	DALLAS	TX	75207
THE WELLS GROUP INC	2323 W SAM HOUSTON PKWY N	HOUSTON	TX	77043-2018
TOTAL OFFICE SOLUTIONS (WACO)	216 SCHROEDER DR	WACO	TX	76710
VELOCITY BUSINESS PRODUCTS	335 PENNBRIGHT DR STE: 104	HOUSTON	TX	77090
WILSON BAUHAUS INTERIORS	1341 W MOCKINGBIRD LN	DALLAS	TX	75247
WILSON BAUHAUS INTERIORS	5091 PULASKI ST	DALLAS	TX	75247
WILSON OFFICE INTERIORS	5051 PULASKI ST	DALLAS	TX	75247

WILSON OFFICE INTERIORS	1341 W MOCKINGBIRD LN	DALLAS	TX	75247
WILTONS OFFICEWORKS	181 N EARL RUDDER FWY	BRYAN	TX	77802-5004
WORKSPACE RESOURCE INC (CONROE)	12280 INTERSTATE 45 S	CONROE	TX	77304
WORKSPACE RESOURCE INC (CONROE)	11133 I-45 S STE: 330	CONROE	TX	77302
DESKS INC OF UTAH	3578 S STATE ST	SALT LAKE CITY	UT	84115-4727
WORKSPACE ELEMENTS	3003 S HIGHLAND DR	SALT LAKE CITY	UT	84106-3019
BALL OFFICE PRODUCTS	2100 WESTMORELAND ST	RICHMOND	VA	23230-3230
BASSETT OFFICE SUPPLY	2266 FAIRYSTONE PARK HWY	BASSETT	VA	24055-5585
FORMS & SUPPLY INC (FSI)	911 LIVE OAK DRIVE #102	CHESAPEAKE	VA	23320
FORMS & SUPPLY INC (FSI)	2312 MARINERS MARK WAY	VIRGINIA BEACH	VA	23451-1384
GOVSOLUTIONS	108 S BIRDNECK RD	VIRGINIA BEACH	VA	23451
GUERNSEY INC	45070 OLD OX ROAD	DULLES	VA	20166
GUERNSEY INC	5257 CLEVELAND ST STE 103	VIRGINIA BEACH	VA	23462-6549
HARRIS OFFICE FURNITURE CO INC	520 KIMBALL AVE NE	ROANOKE	VA	24016-2104
IMAGE BUSINESS INTERIORS	4525 COLUMBUS STREET, STE. 101	VIRGINIA BEACH	VA	23462
INTERIORS BY GUERNSEY	3863 CENTERVIEW DRIVE, STE 150	CHANTILLY	VA	20151
MILLERS SUPPLIES AT WORK INC	8600 CINDER BED RD	LORTON	VA	22079-1442
MOI INC	4500 MAIN STREET SUITE 610	VIRGINIA BEACH	VA	23462
THE SUPPLY ROOM	8006 W BROAD ST	RICHMOND	VA	23294-4218
THE SUPPLY ROOM	1356 LONDON BRIDGE ROAD	VIRGINIA BEACH	VA	23453
THE SUPPLY ROOM	14140 N WASHINGTON HWY	ASHLAND	VA	23005-7237
WASHINGTON WORKPLACE	2300 S. 9TH STREET	ARLINGTON	VA	22204
WORKPLACE SOLUTIONS INC (VIRGINIA BEACH)	317 VILLAGE RD STE 103	VIRGINIA BEACH	VA	23454-4374
EXTERUS BUSINESS FURNITURE	4750 SHELBURNE RD, STE: 10	SHELBURNE	VT	05482
MAGEE OFFICE EQUIPMENT	463 VT ROUTE 12 S	RANDOLPH	VT	05060
360 OFFICE SOLUTIONS	721 LEGION WAY SE	OLYMPIA	WA	98501-1517
BLUESPACE INTERIORS	15020 NE 95TH ST	REDMOND	WA	98052-2507
COMPLETE OFFICE LLC (WASHINGTON)	11521 E MARGINAL WAY S STE 100	TUKWILA	WA	98168-1979
DUCKYS OFFICE FURNITURE	24 S IDAHO ST	SEATTLE	WA	98134-1119
EVERETT OFFICE FURNITURE	9121 EVERGREEN WAY	EVERETT	WA	98204
FREEFORM	10115 E KNOX AVE	SPOKANE VALLEY	WA	99206
INSIDE SOURCE PNW	300 ELLIOTT AVE W STE 300	SEATTLE	WA	4122
KERSHAWS INC	119 S HOWARD ST	SPOKANE	WA	99201-3806
MAIROS, INC. DBA KEENEY'S/BLUESPACE	10520 NE 95TH ST	REDMOND	WA	98052
OFFICE SOLUTIONS NW	212 SOUTH 3RD AVENUE	YAKIMA	WA	98902
ATMOSPHERE COMMERCIAL INTERIORS	1800 SCHEURING RD	DE PERE	WI	54115-9525
ATMOSPHERE COMMERCIAL INTERIORS	999 FOURIER DR STE 200	MADISON	WI	53717-2914
ATMOSPHERE COMMERCIAL INTERIORS	1365 NORTH RD STE C	GREEN BAY	WI	54313-6305
ATMOSPHERE COMMERCIAL INTERIORS	2804 RIB MOUNTAIN DR STE E	WAUSAU	WI	54401-7473
COMPLETE OFFICE OF WISCONSIN	N115 W18500 EDISON DR	GERMANTOWN	WI	53022-3140
COMPLETE OFFICE OF WISCONSIN	3208 PROGRESS RD	MADISON	WI	53716-3345
COMPLETE OFFICE OF WISCONSIN	1575 COUNTY RD XX	ROTHSCHILD	WI	54474-9042
HENRICKSEN & COMPANY INC	3070 GATEWAY RD	BROOKFIELD	WI	53045-5112
HENRICKSEN & COMPANY INC	5202 EASTPARK BLVD STE 100	MADISON	WI	53718-2151
NATIONAL BUSINESS FURNITURE - NBF (ALL US LOCATIONS)	770 S 70TH ST	MILWAUKEE	WI	53214
NORTHERN BUSINESS PRODUCTS	123 N MAIN ST	RICE LAKE	WI	54868-1740
NORTHERN BUSINESS PRODUCTS	145 N CLAIREMONT AVE	EAU CLAIRE	WI	54703-5710
SCHOOL SPECIALTY	W6316 Design Drive	Greenville	WI	54942
CAPITOL BUSINESS INTERIORS	711 INDIANA AVE	CHARLESTON	WV	25302
OMEGA COMMERCIAL INTERIORS	1131 BERWOOD DRIVE	MORGANTOWN	WV	26505
SOURCE OFFICE & TECHNOLOGY	1379 N CEDAR ST STE 105	LARAMIE	WY	82072-6705
HI TOUCH (ALL US LOCATIONS)				
INDOFF INC (ALL US LOCATIONS)				
ODP BUSINESS SOLUTIONS - (ALL U.S. LOCATIONS)				

STAPLES (ALL U.S. LOCATIONS)				
WB MASON - (ALL US LOCATIONS)				

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

(c) The term does not include:

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

(2) An agreement that provides only:

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

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.

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

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

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

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

(b) *Prohibition*.

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

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

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

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

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

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

Covered telecommunications equipment or services means–

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

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

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

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

Critical technology means–

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition*.

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

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

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

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

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

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

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

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

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

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable, when federal funds are utilized on a project. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under this contract and/or purchase order prior to offeror's acceptance of the order.

APPENDIX II TO 2 CFR PART 200

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

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

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

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

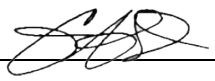
Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ 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

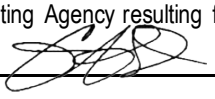
acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (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  Initials of Authorized Representative of offeror

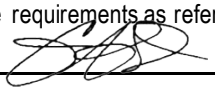
(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by 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  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.

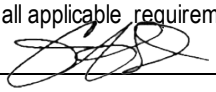
Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced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

Does offeror agree? YES  Initials of Authorized Representative of offeror

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

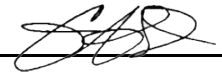
In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided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

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

Does offeror agree? YES  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  Initials of Authorized Representative of offeror

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

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

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

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

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

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

Does offeror agree? YES _____ 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. It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order. 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 _____ 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). It is the responsibility of the authorized Participating Agency to notify the offeror if federal funds will be utilized to procure items under the resulting contract and/or purchase order prior to offeror's acceptance of the order.

Does offeror agree? YES _____ 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 whether 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. Additionally:

(1) The Contractor agrees, that when requested prior to Contractor's acceptance of an order, to certify whether its individual products comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

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

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

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

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

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that when requested prior to proposer's acceptance of an order, it will certify whether its individual products comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

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

Offeror's Name: The HON Company LLC
Address, City, State, and Zip Code: 600 E Second St. Muscatine, IA 52761
Phone Number: 563-272-7100
Fax Number: N/A

Printed Name and Title of Authorized Representative: Eric Schroeder - Vice President Finance, HNI Workplace Furnishings
Email Address: contractmanager@honcompany.com
Signature of Authorized Representative: _____
Date: 6/6/2024

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

7 CFR Part 210.21 School Lunch Procurement.

The school food authority must include the following provisions in all cost reimbursable contracts, including contracts with cost reimbursable provisions, and in solicitation documents prepared to obtain offers for such contracts:

(i) Allowable costs will be paid from the nonprofit school food service account to the contractor net of all discounts, rebates and other applicable credits accruing to or received by the contractor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority;

(ii)

(A) The contractor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); or

(B) The contractor must exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification;

(iii) The contractor's determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars;

(iv) The contractor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State agency, the school food authority may permit the contractor to report this information on a less frequent basis than monthly, but no less frequently than annually;

(v) The contractor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract; and

(vi) The contractor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department.

Unless Supplier is exempt *(See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details)*.

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 _____ Initials of Authorized Representative of offeror

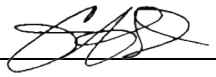
CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

COMMUNITY DEVELOPMENT BLOCK GRANTS

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

Does offeror agree? YES  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 and as applicable.

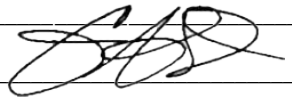
Offeror's Name:
The HON Company LLC

Address, City, State, and Zip Code:
600 E Second St., Muscatine, IA 52761

Phone Number: 563-272-7100 Fax Number:
N/A

Printed Name and Title of Authorized Representative:
Eric Schroeder - Vice President Finance, HNI Workplace Furnishings

Email Address: contractmanager@honcompany.com

Signature of Authorized Representative:  Date:
6/6/2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

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

Notice of Legal Matters Affecting the Federal Government

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

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

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

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

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

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

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

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.

Federal Requirements

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

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

1. CONTRACT REMEDIES

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

1.1 Applicability

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

1.2 Additional Considerations

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

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

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

Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

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

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a

part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every 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 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.

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant

orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any

part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental,

developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicablestandards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

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

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required 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. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

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

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or

employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

The Contractor, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Eric Schroeder - Vice President Finance, HNI Workplace Furnishings

Name and Title of Contractor's Authorized Official

6/6/2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

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

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

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

13. **ACCESS TO RECORDS**

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

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

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

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

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

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

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

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

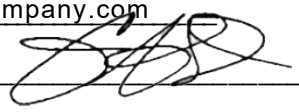
Offeror's Name: The HON Company LLC

Address, City, State, and Zip Code:
600 E Second St., Muscatine, IA 52761

Phone Number: 563-272-7100 Fax Number: N/A

Printed Name and Title of Authorized Representative:
Eric Schroeder - Vice President Finance, HNI Workplace Furnishings

Email Address: contractmanager@honcompany.com

Signature of Authorized Representative: 

Date: 6/6/2024

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 statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Disclosure of Investment Activities in Iran

DOC #7 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

DOC #8 New Jersey Business Registration Certificate

DOC #9 EEOAA Evidence

DOC #10 MacBride Principals Form

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

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;

- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and

- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: The HON Company LLC

Organization Address: 600 E Second St., Muscatine, IA 52761

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

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
HNI Corporation (indirect parent entity which is publicly traded) See p.72 of the Proxy at https://d18rn0p25nwr6d.cloudfront.net/CIK-0000048287/82500763-7a88-489f-b0f6-3e9f8f901ade.pdf	600 E Second St. Muscatine, IA 52761
State Farm Insurance Companies (Shareholder holding 10% or greater interest in HNI Corp)	One State Farm Plaza Bloomington, IL 61710
The Vanguard Group, Inc. (Shareholder holding 10% or greater interest in HNI Corp)	100 Vanguard Boulevard Malvern, PA 19355
BlackRock, Inc. (Shareholder holding 10% or greater interest in HNI Corp)	55 East 52nd St. New York, NY 10055

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

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

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

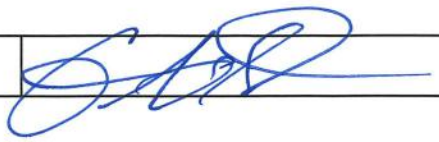
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

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

Full Name (Print):	Eric Schroeder	Title:	Vice President, Finance

Signature:		Date:	6/3/2024

DOC #2

NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, Eric Schroeder residing in _____
(name of affiant) (name of municipality)
in the County of Muscatine and State of Iowa of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President, Finance of the firm of The HON Company LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled OMNIA Region 4 RFP 24-01, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ OMNIA Region 4 RFP 24-01 relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Signature _____
Eric Schroeder
Vice President, Finance

June 3, 2024
Cindy Hermann
(Type or print name of affiant under signature)
Cindy Hermann (CH)
Notary public of State of Iowa

My Commission expires 12/26/2026

(Seal)

CINDY HERMANN
Commission Number 756350
My Commission Expires
December 26, 2026

DOC #3

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

Company Name: The HON Company LLC

Street: 600 E Second St.

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 photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

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

6/3/2024
Date

Authorized Signature and Title
Eric Schroeder - Vice President, Finance

Version March 19, 2024

DOC #3, continued

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.

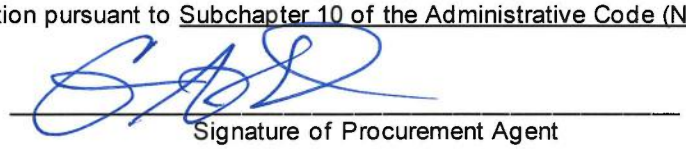
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or 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 it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

Version March 19, 2024

Eric Schroeder - 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-2024** to **15-Mar-2027**

THE HON COMPANY LLC
200 OAK STREET
MUSCATINE **IA** **52761**

ELIZABETH MAHER MUOIO
State Treasurer

DOC #4

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:	600 E Second St.		
City:	Muscatine	State: IA	Zip: 52761

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	Eric Schroeder	Vice President, Finance
	Printed Name	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

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			$

☐ 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 Clerk	Sheriff
{County Executive}	Surrogate	

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.

DOC #5

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 Corporation (indirect parent entity which is publicly traded)	Name:	State Farm Insurance Companies (holds 10% or greater interest in HNI)
Home Address:	600 E Second St. Muscatine, IA 52761	Home Address:	One State Farm Plaza Bloomington, IL 61710
Name:	The Vanguard Group, Inc. (holds 10% or greater interest in HNI)	Name:	BlackRock, Inc. (holds 10% or greaters interest in HNI)
Home Address:	100 Vanguard Blvd. Malvern, PA 19355	Home Address:	55 East 52nd St. New York, NY 10055
Name:		Name:	
Home Address:		Home Address:	

Subscribed and sworn before me this 3rd day of June, 2024.

(Notary Public) Cindy Hermann

My Commission expires: 12/26/2026

(Affiant)

Eric Schroeder - Vice President, Finance

(Print name & title of affiant)

(Corporate Seal)

NOTARIAL SEAL IOWA
CINDY HERMANN
Commission Number 756350
My Commission Expires
December 26, 2026

Version March 19, 2024

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: OMNIA Region 4 RFP 24-01 for Furniture, Installation, & Related Services

VENDOR NAME: The HON Company LLC

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

CHECK THE APPROPRIATE BOX

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

OR

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

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

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

CERTIFICATION

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

Signature _____ Date 6/3/2024

Eric Schroeder - Vice President, Finance
Print Name and Title

DPP Rev. 12.13.2021

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

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

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

(Check the Appropriate Box)

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

OR

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

OR

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

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date 6/3/2024
Eric Schroeder - Vice President, Finance Print Name and Title of Vendor's Authorized Representative	42-1491474 Vendor's FEIN
The HON Company LLC Vendor's Name	563-275-0900 Vendor's Phone Number
600 E Second St Vendor's Address (Street Address)	563-272-5859 Vendor's Fax Number
Muscatine, IA 52761 Vendor's Address (City/State/Zip Code)	contractmanager@honcompany.com Vendor's Email Address

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

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

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

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

CERT-1

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

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

James J. Fruscione

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

DOC #9

EEOAA EVIDENCE

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

EEO/AA Evidence

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

One of the following must be included with submission:

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

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

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

Name: Eric Schroeder Title: Vice President, Finance

Signature: Date: 6/3/2024

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-2024** to **15-Mar-2027**

THE HON COMPANY LLC
200 OAK STREET
MUSCATINE **IA** **52761**

ELIZABETH MAHER MUOIO
State Treasurer

DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY

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

BID SOLICITATION # AND TITLE: OMNIA Region 4 RFP 24-01 for Furniture, Installation, & Related Services

VENDOR NAME: The HON Company LLC

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

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

CHECK THE APPROPRIATE BOX

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

OR

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

CERTIFICATION

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

Signature

6/3/2024
Date

Eric Schroeder - Vice President, Finance
Print Name and Title