REGION 4 EDUCATION SERVICE CENTER (ESC)

Contract # R240102

for

FURNITURE, INSTALLATION, AND RELATED SERVICES

with

ALLSTEEL 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 Allsteel ("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.

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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	Allsteel LLC
Address	600 East 2nd Street
City/State/Zip	Muscatine, IA 52761
Telephone No.	(563) 272-4800
Email Address	allsteelgovcontracts@allsteeloffice.com
Printed Name	Eric Schroeder
Title	Vice President, Finance - HNI Workplace Furnishings
Authorized signature	

DS Initial

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

Contract No. R240102

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

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

Linda Tinnerman
Print Name

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

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.)

Allsteel 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.	Current process is awarded supplier must request dealer add/ delete approvals. Allsteel does hosts its dealer listing under the microsite

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.	New: Reasonable request
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: Reasonable request
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: Reasonable request
Appendix A, Section 14 Delivery, P.4	Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	Conforming product shall be shipped within the timeframe mutually agreed to by the Vendor and the Purchasing Agency ~~7 days of receipt of Purchase Order~~. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.	Acceptable and under current agreement

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~~.	Acceptable and under current agreement
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: Region 4 usually does not accept Indemnity exceptions

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.	OMNIA Partners section: This method is done by many of the current Region 4 furniture suppliers
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.	Same language as current agreement OMNIA Partners will discuss with Allsteel

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 Allsteel
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 Allsteel...Is Allsteel current in this manner? Will check with Accounting

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 on all Appendix B Exhibit F, Federal Funds Certifications - Exhibit F form has been completed by Allsteel.
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
Allsteel 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

Allsteel®

June 3, 2024

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

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

To Whom It May Concern,

On behalf of Allsteel, we would like to thank you in advance for the opportunity to submit the following proposal for the Region 4 Education Service Center (ESC) Furniture, Installation, and Related Services contract. We are honored to participate in your RFP process, and you have our personal assurance that all our members and partners are committed to exceeding your expectations. We are very confident in our products' ability to provide the right combination of the desired image, quality, and durability, along with unparalleled functionality.

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.

We kindly request that OMNIA and Region 4 ESC 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.

On behalf of the entire Allsteel team, we are pleased to respond to your request for proposal and we look forward to the next step in the evaluation process.

Sincerely,

Eric Schroeder
Vice President, Finance – HNI Workplace Furnishings

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	Allsteel LLC
Address	600 East 2nd Street
City/State/Zip	Muscatine, IA 52761
Telephone No.	(563) 272-4800
Email Address	allsteelgovcontracts@allsteeloffice.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

Allsteel LLC Information

Address: 600 East 2nd Street
Muscatine, IA 52761
Phone: (888) 255-7833
Email: allsteelgovcontracts@allsteeloffice.com
Web Address: www.allsteeloffice.com

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

Eric Schroeder
Signature

AllsteelGovContracts@allsteeloffice.com
Email

Submitted at 6/10/2024 10:50:29 AM (CT)

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

OFFER AND CONTRACT SIGNATURE FORM_Allsteel.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_ASI.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_Allsteel.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_Allsteel.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)_Allsteel.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_Allsteel.pdf

Upload FEIN and Dunn & Brandstreet report here.

Products and Pricing

Products and Pricing_Allsteel Gunlocke.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_Allsteel.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_ASI.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_Allsteel.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_Allsteel Gunlocke.pdf

Warranty

Attribute 47_Authorized Distributors Dealers Listing_Allsteel.pdf

Authorized Distributors Dealers Listing & Location of Support Centers and Location of Corporate Office

HNI_2022_CSR_Report.pdf

HNI 2022 CSR Report

Products and Pricing_Allsteel Discount Matrix.pdf

Discount Matrix

Allsteel COI.pdf

Allsteel Certificate of Insurance

Allsteel_Cover Letter.pdf

Allsteel Cover Letter

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.

Allsteel offers a broad range of products to support the furniture categories the Region 4 and OMNIA Partners is seeking to provide to agencies nationwide. We are proposing our complete catalog of products and services including, but not limited to freestanding furniture; seating/chairs; soft seating; filing systems, storage and equipment; wall and ceiling solutions; 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 Allsteel 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 Allsteel. 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.

Allsteel 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 Allsteel 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 Allsteel 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.**

Allsteel 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 Allsteel; Allsteel and our authorized dealer, will work through delivery, installation, and issue resolution. Allsteel and HNI use a supply-chain visibility platform named FourKites for tracking Allsteel 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. Direct drop ship or dock delivery to an authorized dealer warehouse are included in all prices that meet List dollar thresholds. Drop ship requests require dock delivery and proper trailer clearance, typical 53' trailer. Off loads are the responsibility of the purchaser. 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.

Allsteel's dedication to quality products is one of the ways we show our commitment to our customers. We recognize that keeping up with the pace of change requires having products that work as hard as the people who use them. That's why each of our products is rigorously tested and certified to meet the highest industry standards. In the unlikely event that any Allsteel product or component covered by the Allsteel Warranty should fail under normal workplace use because of defective material or workmanship, Allsteel will help fix it at no additional cost to the customer. The complete terms of the warranty are available at https://www.allsteeloffice.com/information/warranty or contact your Authorized Dealer. View Attribute 12_Warranty attachment for a printed version of our warranty.

13 Describe any return or restocking fees.

Allsteel'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 Allsteel 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, Allsteel 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.

We offer an initial discount up to $100,000 list with additional discounting for orders ranging between $100,001 - $400,000. For project pricing, we offer a negotiated tier to ensure we are offering the best pricing available to Region 4 based on products selected and volume of order.

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 Allsteel. 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. We have developed several tools our dealers can utilize to ensure eligible contract users receive accurate pricing, they include Compass, our online pricing tool made available to dealers, 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.

Allsteel invoices at time of shipment, with Net 30 Day payment terms. If contracts allow, terms may be 1.5% 20, N30 (terms are contract-driven). We accept, check, wire, ACH, Visa, Mastercard, or American Express. For payments by credit card, please contact our Customer Support Team at 888-255-7833. We accept all major credit cards except for Discover. At this time, we do not have any surcharge fees associated with credit card payments. If changes in economic factors should cause the need for an additional fee, we will request that approval from Region 4 ESC prior to implementation.

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. Certain economic factors could warrant the need for a more frequent request. We will submit the proposed list price increase in compliance of Region 4 and OMNIA Partners contract guidance. At no time will discounting to Region 4 and OMNIA Partners increase during the term of the contract. Price increases will be proposed to list price only and will be based on 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, improvements, and enhancements 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. Allsteel 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. In certain circumstances, such as back ordered or late product shipments, our authorized dealers may have the capacity to provide loaner furniture. These services that would be negotiated on a case by case basis and additional fees may apply.

21 **Describe experience with Prevailing Wage and Bacon-Davis.**

Allsteel, 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 Allsteel's public sector contracts. Allsteel monitors and maintains contract compliance with applicable federal and state regulations. Since Authorized Dealers perform or facilitate services on behalf of Allsteel, 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 Allsteel'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 Allsteel's error such as shortage, damage, etc. Allsteel will make every effort to expedite the product at no cost to the OMNIA Partner member. When you work with Allsteel, 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. Our 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, 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. Allsteel and HNI use a supply-chain visibility platform named FourKites for tracking Allsteel 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 Allsteel 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. 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.**

Allsteel'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 Allsteel 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, Allsteel 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.Allsteeloffice.com/information/warranty or in the attachment Attribute 12_Warranty. In the event of a warranty issue, the process begins with the Authorized Dealer using the 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, Allsteel 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 Allsteel'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.

Allsteel will immediately implement the OMNIA Region 4 contract as one of our primary market strategies for Public Agencies nationwide. Our National Sales Manager, Government, will announce the contract award within 10 days of notification to our members, and we will educate our sales teams through the following: Education and Training: 1. National launch of contract specifics on monthly field sales calls to include all employees 2. Educate Allsteel field sales members on OMNIA Region 4 Contract 3. Develop a market specific sales plan with our regional managers for dealer partners 4. Train all Public Sector Managers on products and process 5. Leverage our teams of Market Managers, Business Development Managers (BDM), and Dealer Sales Representatives to educate clients on advantages of using OMNIA Region 4 Contract 6. Retrain dealer sales representatives to drive business through cooperative purchasing agreements and OMNIA Region 4 Contract We will actively market to State, City, and County agencies as well as to Colleges, Universities, and Nonprofit Organizations through the effective use of the OMNIA Region 4 contract. This will be accomplished as follows: Sales Activities: 1. Conduct focused selling events targeting new OMNIA customers in every Allsteel region with appropriate BDM's and authorized dealers 2. Focus selling efforts in specific target regions (such as Texas). Determined by National Sales Manager Government, Regional Managers, and OMNIA Partners/Region 4 3. Attend Regional Summits to increase exposure to Public Agencies in targeted regions Marketing Activities: 1. Communicate OMNIA Region 4 Contract award in press release within first 15 days 2. Announce award through Allsteel social media platforms within first 15 days 3. Review trade events that Allsteel should attend with our partners 4. Re-launch OMNIA Partners National Catalog to include OMNIA Region 4 contract info to dealer partners 5. Update single page OMNIA Partners/Allsteel selling sheet 6. Refresh Allsteel info on OMNIA Partners website to link to Allsteel selling materials and Allsteel website 7. Update the dedicated Allsteel website to include link to OMNIA Partners contract materials and OMNIA Partners website (https://www.allsteeloffice.com/contracts/omnia-partners) Our government services and higher education programs make it easy and efficient to specify, order, receive, and install the right workplace solutions to meet your office furniture needs today while providing lasting value for years to come. Since 1946, Allsteel has served the office furniture needs of a variety of government agencies with durable, functional, and dependable products. Our comprehensive line of GSA-approved products offers a range of office solutions, providing style and durability that lasts through interior trends and frequent office planning and reconfiguration. We express our confidence in the quality of our product by backing all Allsteel products with a lifetime warranty.

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

Allsteel is a wholly owned subsidiary of HNI Corporation; it is our policy to not disclose financial information by brand. HNI Corporation is publicly traded on the New York Stock Exchange under the symbol HNI (NYSE: HNI). HNI Corporation 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.allsteeloffice.com/contracts/omnia-partners This dedicated webpage provides access to the most current price list, discount matrix, contract requirements, authorized dealer list, and ordering contact information to assist agencies in finding information quickly and is accessible without a login or password. Our website also provides digital design tools and resources to make the specifying and purchasing process easier, such as our Product Configurator, Idea Starters, Product Symbols, Textiles & Finish library, and product usage literature and videos. Our Insights tab contains articles related to sustainability, wellness, technology integration, and changing workplace trends. Allsteel's 'Tell Me More' podcast provides insightful discussions, trend analyses, and narratives that unravel the stories behind innovative workplace solutions, to inspire productivity, collaboration, and well-being.

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 Allsteel 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.**

We are firm believers that effective communication plays a vital role in the successful implementation of new policies, processes, and procedures. Allsteel has a dedicated Public Sector team that works directly with Compliance, Learning & Development and Sales teams to ensure the successful adoption of any new processes or policies. Furthermore, we will ensure that the dedicated OMNIA website, accessible to our sales members, 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.**

HNI is a global family of industry-leading brands for the workplace and home. Founded in 1947 in Muscatine, Iowa, by visionaries C. Maxwell Stanley, Clement Hanson, and H. Wood Miller, HNI opened its doors under a new premise where all employees would be treated equally and respectfully as members and owners of a productive industrial enterprise. In 1997, HNI acquired Allsteel, an early entrant in the emerging power industry. Allsteelequip Co. was established in 1912 producing metal enclosures and would go on to manufacture lockers and steel cabinets and revolutionize records management with the lateral file. Today, bigger than one brand, Allsteel continues to transform the ways we all work. With a growing portfolio of workplace furnishings designed and manufactured around the world, Allsteel members and owners are driven by accountability and integrity in all they do. HNI and Allsteel headquarters is at 600 East Second Street Muscatine, IA 52761.

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

Allsteel is recognized as one of largest manufacturers of office furniture in the industry. As an operating company within the HNI family, we have access to cutting-edge manufacturing techniques and are financially sound. We are well known for offering high-quality products at a competitive price. In addition, our clients have come to rely on a customer service experience second to none. We work every day to help transform workplaces for the better. It starts with a focus on collaboration, and putting people at the center of the experience. With design methods like Work Geometry, we are bringing a human-centric, researched-backed approach to creating the physical and perceived elements of workplaces. Our warm modern aesthetic is designed for humans—drawing from organic elements and bringing residential features into the workplace that promote employee wellness, productivity, and retention.

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

Allsteel is the first office furniture manufacturer to have all products certified either Indoor Advantage or Indoor Advantage Gold and BIFMA level, and the majority of our lines can contribute to LEED-CI credits. Clients, dealers, and suppliers understand Allsteel believes in working alongside our partners to create meaningful solutions for everyday workplace issues. Our clients rely on our commitment to improving productivity, enhancing efficiency, and supporting well-being for all. Additionally, our products are competitively priced and have some of the longest life cycles in the industry. Allsteel is well known for its responsive and empowered customer support teams that ensure orders for Region 4 and public agencies nationwide are shipped on time and complete. We also have a reputation for minimizing punch lists through our dedicated Project Coordinator services. We make these services available for mid-size projects and larger to meet clients' critical dates.

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

Allsteel has a dedicated Public Sector team who are familiar with the Region 4/OMNIA Contract and are committed to increasing the sales and growth of the contract with our dealer partners. This team has extensive experience working on local, state, and federal government and higher education contracts and cooperatives, ranging from 9-21 years. Ann Shieder, Government National Sales Manager, is supported by four regional public sector BDMs. In addition to our sales team, HNI's contract and compliance team has 11-21 years of experience creating marketing/sales strategies and contract reporting, ensuring our contracts are performing. Dealers that sell on our contracts are trained regularly by these teams. Much of the training surrounds compliance and understanding of contract requirements. We also provide training sessions and webinars covering product introductions, enhancements, and order and logistics improvements.

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. Allsteel 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.**

Allsteel has a dedicated Public Sector team who are committed to increasing the sales and growth of our local, state, and federal government contracts and cooperatives. We understand that Public Agencies are responding to major shifts happening in their workplaces. The increased focus on attracting the next generation of employees while keeping existing employees engaged demands an agile workplace. We recognize that public agencies have to manage and balance large real estate concerns. We need to understand the ever-changing "workplace of the future" in order to create a workplace strategy unique and specific to your requirements. Knowing the complex buying cycle of public sector agencies, we work with balancing the needs of various stakeholders to ensure a project meets with everyone's approval within contract compliance. We have extensive experience in helping governmental agencies do exactly that. We have been working with government agencies for over 80 years.

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

Allsteel 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.

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.

State of California | Erin Safford | Central California Planning Manager | (916) 375-4139 | Erin.Safford@dgs.ca.gov | 707 West 3rd Street, West Sacramento, CA 95605 | 2001 – Present State of California purchases $15M - $40M annually, within approximately 50 individual projects. Predominantly use Terrace Systems line, also purchases ancillary products not to exceed 40% of the overall project. Current Complete and On Time (COT) rate with the State is 98%. City of Virginia Beach | Shawn Rockwell - Department of Public Works - Facilities Design & Construction | (757) 385-8700 | SRockwell@vbgov.com | Years Serviced – Since 2017 | Description of Services - Design, Project management, Installation of Allsteel/HON furniture. Workstations, private offices, collaborative, training, conferencing, seating, demountable walls. $8 Million with CVB on the OMNIA contract City of Denton Police Department Headquarters | Sandi Richardson / PD Accounts Payable Specialist | 940-349-7972 | Sandi.Richardson@cityofdenton.com | 3 Years Serviced | New Police Department Headquarters, New Police Substation, and New Police Firing Range | $200-$250K per year

51 **Value Add**

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

We transform workplaces for the better, in a collaborative and human-centric way, by designing for real people and their ambitions. Work geometry is our human-centric consideration for your posture, fit, and the tools you use to be productive and comfortable. Our portfolio of products and materials are designed to compliment the architecture, and don't overpower the space. Versatile designs allow the client's brand and culture to shine through. We believe in co-solutioning—this means we don't come to the table with a prescribed solution. Instead, we work alongside our unique dealer network, using research-backed insights to create an application that is best for the client. Within our Value Add attachment we have outlined our core beliefs, product overviews, project management, and additional sustainability information.

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.**

Allsteel was established as Allsteelequip Co. in 1912 and produced metal enclosures. By the time Allsteel was acquired by HNI Corporation in 1997 we manufactured desks and lateral files. Today, bigger than one brand, Allsteel continues to transform the ways we all work. With a growing portfolio of workplace furnishings designed and manufactured around the world, Allsteel members and owners are driven by accountability and integrity in all they do. Allsteel is designed to do more. Allsteel is recognized as one of largest manufacturers of office furniture in the industry. As part of HNI Corporation, we have access to cutting edge manufacturing techniques and are financially sound. We are well known for offering high quality products at a competitive price that are thoughtfully curated for customers through a consultative and collaborative approach. In addition, our clients have come to rely on a customer service experience second to none.

58 **Total number and location of salespersons employed by Supplier.**

Allsteel is a nationally distributed company with 5 regions. We currently employ over 60 salespersons; please see the number of members per region below: • West: 15 members • Central: 11 members • Midwest: 9 members • Southeast: 16 members • Northeast: 20 members Allsteel has a dedicated Public Sector team who are familiar with the OMNIA/Region 4 Contract and are committed to increasing the sales and growth of the contract with our dealer partners. This team has extensive experience working on local, state, and federal government and higher education contracts and cooperatives. Ann Shieder, Government National Sales Manager, is supported by Allsteel's sales, including Brooke Julien, Leonard Sperandeo, Stephanie Mele, and Tiffany Peebles.

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

The location of the HNI Corporation and Allsteel LLC corporate office is 600 East 2nd Muscatine, IA 52761. Please see the Attribute 47_Authroized Distributors Dealers Lists for additional showroom and support center locations.

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

63 **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 first step in reducing waste is completing waste-mapping exercises and developing solutions for hard-to-recycle materials such as particleboard, wood waste, and paint waste, among others. 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. As of 2022, we have analyzed 40% of our materials in HNI Workplace Furnishings by spend. 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.

64 **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 Allsteel 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.

Allsteel 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.**

Allsteel exceeds clients' expectations through collaboration, customer support, sustainability and quality standards, and dedication. Allsteel co-solutions with our unique dealer network to solve for clients' specific business needs in a human-centric way. From specification to installation, we will maintain an open line of communication through a single point of contact, a dedicated resource that focuses on direct customer input to provide customized solutions for specific needs. Exceptional Service? By focusing on creating a unique and memorable experience for every customer, Allsteel gives guidance to help clients make investments that work today and can adapt for tomorrow. Our clients are buying furniture for premium commercial spaces, and we deliver on those complex workplace initiatives. We partner with interior designers and architects to bring creative visions for office spaces to life. Operational Excellence? For more than three decades, HNI has practiced Rapid Continuous Improvement (RCI), a methodology through which we support employee members' efforts to better every area of our business. The agile approach allows us to mitigate supply chain risks and add business value.? HNI offers the RCI process to interested dealers and customers, working with them to identify areas of improvement. Using data and cost information, we select targets, set team goals, and track progress to produce quantifiable results. Advancing Diversity & Inclusion HNI is 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. Sustainability At Allsteel, we are focusing our commitment to sustainability by building a better portfolio with better impact that can create a better experience. Humans are at the heart of everything we do, and caring for people is what makes us human. Before we make decisions or act, we start with a question: how can we do better? By designing to do better, we enhance experiences, increase confidence, and help sustain a better world for us all. At Allsteel, ergonomic considerations are primary in our product development process. We strive to develop products with intuitive ergonomics that encourage and support movement throughout the day and are inclusive for all workers. Many of our products go beyond ANSI/BIFMA requirements to cater to the broadest range of users possible and are verified by third-party certifications to support clients' sustainable building goals.

77 **Litigation, Bankruptcy or reorganization**

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

Allsteel 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.

Allsteel is not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. Allsteel was placed on the Excluded Parties List System in error on September 3, 2009. The matter was quickly corrected, and Allsteel was removed from the list on September 10, 2009. The fact that Allsteel was removed from the list after only one week confirms that Allsteel should not have been on the list and is a responsible government Contractor.

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.

Our complete product offering will be on contract. Allsteel manufactures a full line of contract office furnishings, including seating, workspaces, tables, storage, architectural products, and accessories. Task Seating - Whether it's an ergonomic chair for your workspace or private office, an office chair for your home office, or a universal task chair for hoteling workstations, Allsteel's portfolio of task chairs are expertly designed to support your every move. Lounge Seating & Social Collaborative Tables - Curated ancillary settings create dynamic environments for office, healthcare, and higher education spaces. Our collection of lounge chairs, modular sofas, benches and ottomans provide endless configurations to support teams and individuals. Providing comfortable setting promotes conversation, idea sharing, and team building for short-duration interactions or longer, more formal gatherings with a variety of table sizes, shapes, and heights. Workspaces – Systems, Desking, & Benching – Comprehensive workplace solutions that successfully address everyday challenges of the modern workplace. From technology to ergonomics to adaptability, Allsteel's workspace solutions are designed to support the work of individuals, teams, and organizations. Café, Conference, & Collaborative Tables - What you place your work on and where you spend your time working, eating, or taking a meeting should not be overlooked. The Allsteel portfolio of tables addresses the unique challenges of modern workspaces, designed to tackle any problem, from a lack of power sources to the desired flexibility of table-height, and everything in between. Storage - For the things we need, but don't need in front of us. Allsteel's collection of storage solutions allows you to customize the right fit to store the important things, while always giving you space to adapt and grow. Architectural Products - In response to today's modern offices, Allsteel has developed a large collection of architectural solutions, tools, and structures. This allows you to adjust accordingly to new demands and adapt appropriately to today's ever-changing workplace needs. Ergo Accessories & Tools - We believe there is no detail too small, or too large, that can be overlooked. For all the extras we need –such as task lighting, monitor arms, keyboard trays, etc– with the aesthetics we want, there is the expertly curated Allsteel collection of accessories, so that no detail is left untouched. Allsteel authorized dealers have the capability to design and create drawings with the latest furniture design specification software. They are familiar with local codes and can conduct an onsite walk-through of the space to ensure the design meets the end customer's needs and complies with building requirements. In addition, our dealers will work directly with the end user to create a schedule, accommodate any changes within the design plan, work with consultants/architects and provide solutions to issues that may arise. Allsteel has an internal Design team that works directly with our authorized dealers to assist in the creation of design packages that offer our end customers the best overall solution. Our design professionals provide the following services: auditing, value engineering, ergonomic options, 3-D Drawings, complete parts list, product compatibility. Allsteel has an extensive network of certified Authorized Dealers, providing coverage to support our high standards for service and delivery, regardless of geographic location. Our well-trained, dedicated Authorized Dealers are skilled at managing deliveries and installation and providing a full range of services. The staff at each dealership participates in training modules, as well as other on-line training to ensure that the people that specify and sell Allsteel products are knowledgeable. Installers are required to attend and pass product installation certification training in order to be considered "Certified" installers.

8 1 **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.

Allsteel distributes products and services through an extensive network of authorized dealers, providing coverage to support our high standards for service and delivery, regardless of geographic location. We have over 200 dealers and at least 1-2 in every state. Allsteel dealer coverage spans major markets throughout the U.S. including Puerto Rico, Alaska, Hawaii, and Guam. Allsteel has chosen our extensive dealer network based upon our evaluation of the dealer's form and method of conducting business, business acumen, capacity to render service with respect to our products, financial stability, and business reputation. The staff at each dealership participates in professional training to ensure that the people who specify and sell Allsteel products are knowledgeable. Installers are required to attend and pass product installation certification training in order to be considered certified installers. Our well-trained, dedicated dealer partners are skilled at managing deliveries and installation. Our dealer partners have a full range of services including space planning, design and specification, installation, warehousing, inventory management, asset management, corporate standards programs, e-commerce, buy-back, project management, and customer support services. We refer to our dealers as partners because the relationship is truly a partnership between the manufacturer and the dealer at the local level. This partnership is one of the reasons that Allsteel continues to gain market share. Allsteel supports each dealership with ongoing training, product literature, a customer support team, a dealer development group, and a local Allsteel Account Manager.

8 2 **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 us. 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 dedicated Public Sector team and 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. Allsteel 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 Allsteel 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): Allsteel 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 with 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.

Allsteel'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. We will utilize our nationwide network of authorized dealer to supply quoting, ordering, delivery, installation and services. Allsteel enters into an agreement with our authorized dealer 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. HNI 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.

Allsteel 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 Allsteel 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

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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.

i. Creation and distribution of a co-branded press release to trade publications ii. Announcement, contract details and contract information published on the Allsteel website within first 90 days iii. Design, publication, and distribution of co-branded marketing materials within first 90 days. iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and Allsteel specific trade shows, conferences, and meetings throughout the term of the Master Agreement. Except for the NISP show, attendance at all other Allsteel-specific trade shows, conferences, and meetings as specified shall be at Allsteel's discretion. Allsteel will attend OMNIA Partner shows, summits, conferences, etc. as able based on cost and available personnel. v. Commitment to attend, exhibit, and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Allsteel. In addition, Allsteel commits to providing reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement. vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.). viii. Dedicated OMNIA Partners, Public Sector Internet web-based homepage on Company's website with: • OMNIA Partners, Public Sector standard logo; • Copy of original Request for Proposal • Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier; • Summary of Products and pricing; • Marketing materials; • Electronic link to OMNIA Partners, Public Sector website including the online registration page; and • A dedicated toll-free number and email address for OMNIA Partners, Public Sector. Allsteel will actively market to State, City, and County agencies as well as to Colleges, Universities, and Nonprofit Organizations through the effective use of the OMNIA Region 4 contract. This will be accomplished as follows: Sales Activities 1. Conduct focused selling events targeting new OMNIA customers in every Allsteel region with appropriate BDM's and Dealers 2. Focus selling efforts in specific target regions (such as Texas). Determined by National Sales Manager Government, Regional Managers, and OMNIA Partners/Region 4 3. Attend Regional Summits to increase exposure to Public Agencies in targeted regions Marketing Activities 1. Communicate OMNIA Region 4 Contract award in press release within first 15 days 2. Announce award through Allsteel social media platforms within first 15 days 3. Review trade events that Allsteel should attend with our partners 4. Re-launch OMNIA Partners National Catalog to include OMNIA Region 4 contract info to dealer partners 5. Update single page OMNIA Partners/Allsteel selling sheet 6. Refresh Allsteel info on OMNIA Partners website to link to Allsteel selling materials and Allsteel website 7. Update Allsteel website to include link to OMNIA Partners contract materials and OMNIA Partners website

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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

Allsteel will immediately implement the OMNIA Region 4 contract as one of our primary market strategies for Public Agencies nationwide. Our National Sales Manager, Government, will announce the contract award within 10 days of notification to our members, and we will educate our sales teams through the following: Education and Training 1. National launch of contract specifics on monthly field sales calls to include all employees 2. Educate Allsteel field sales member on OMNIA Region 4 Contract 3. Develop a market specific sales plan with our regional managers for dealer partners 4. Train all Public Sector Managers on products and process 5. Leverage our teams of Market Managers, Business Development Managers, and Dealer Sales Representatives to educate clients on advantages of using OMNIA Region 4 Contract 6. Retrain dealer sales representatives to drive business through cooperative purchasing agreements and OMNIA Region 4 Contract

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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.

Allsteel will work to position OMNIA Region 4 as one of our premier cooperative agreements. Our government services and higher education programs make it easy and efficient to specify, order, receive, and install the right workplace solutions to meet your office furniture needs today while providing lasting value for years to come. Since 1946, Allsteel has served the office furniture needs of a variety of government agencies with durable, functional, and dependable products. Our comprehensive line of GSA-approved products offers a range of office solutions, providing style and durability that lasts through interior trends and frequent office planning and reconfiguration. We take environmental sustainability into account at every step, from design and manufacturing to use and reuse. We express our confidence in the quality of our product by backing all Allsteel products with a lifetime warranty. Allsteel holds the following cooperative contracts: • Illinois Public Higher Education Cooperative (IPHEC) • OMNIA Partners, Region 4 • NASPO in 11 Western States • Region 14 - NCPA in Texas • Massachusetts Higher Education Consortium (MHEC)

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: Jason Hagedorn Allsteel President hagedornj@hnicorp.com 563-299-3153 | Marketing: Reese Higgins Associate Marketing Manager higginsr@hniworkplacefurnishings.com 585-695-2483 | Sales & Sales Support: Ann Shieder National Sales Manager, Government shiedera@allsteeloffice.com 301-751-3171 Ann will be OMNIA main POC and will engage regional and additional sales support as needed. | 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: Cindy Hermann Contract Analyst AllsteelGovContracts@allsteeloffice.com 563-316-9655

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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.

Allsteel is a nationally distributed company with 5 regions. We currently employ over 60 salespersons; please see the number of members per region below: • West: 15 members • Central: 11 members • Midwest: 9 members • Southeast: 16 members • Northeast: 20 members Each region is made up of the following sales members: • Market Managers: focus on dealer distribution and development • Business Development Managers (BDM), Strategic Account Managers (SAM), and National Account Managers: focus on developing new end-user customers (including state agencies and universities and working with our dealer partners to close the sale) • A&D Representatives: focus on A&D firms to develop specifications for Allsteel projects • Resource Managers: manage the Allsteel showrooms throughout the U.S. • Regional Managers: focus on developing their team of sellers to penetrate existing and new clients in a given geographic area Allsteel has a dedicated Public Sector team who are familiar with the OMNIA/Region 4 Contract and are committed to increasing the sales and growth of the contract with our dealer partners. This team has extensive experience working on local, state, and federal government and higher education contracts and cooperatives. Ann Shieder, Government National Sales Manager, is supported by Allsteel's sales, including Brooke Broshears Julien, Leonard Sperandeo, Stephanie Mele, and Tiffany Peebles. Carla Galli, Vice President of Sales, leads the Allsteel sales team to deliver our customers' brand visions, enhance selling capabilities, and accelerate key strategic initiatives. Carla will serve as an executive sponsor ensuring that the team is properly resourced and executing for the OMNIA Region 4 Contract. Jason Hagedorn, Allsteel President hagedornj@hnicorp.com Carla Galli, Vice President of Sales gallic@allsteeloffice.com Ann Shieder, National Sales Manager, Government shiedera@allsteeloffice.comshiedera@allsteeloffice.com Leonard Sperandeo, National Account Manager, Public Sector sperandeol@allsteeloffice.com Brooke Broshears Julien, SAM, Public Sector julienb@allsteeloffice.com Tiffany Peebles, Business BDM, Public Sector peeblest@allsteeloffice.com Stephanie Mele, BDM, Public Sector meles@allsteeloffice.com

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Implementation

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

The OMNIA Partners contract is a key component of our Public Sector sales strategy and receives the full support of Allsteel leadership. During the term of the Master Agreement, we will manage the overall national program through contractual compliance, monthly and quarterly reports, and the combined efforts of our HNI Contracts and Compliance team and Government Sales Team led by Ann Shieder who supports our OMNIA Partners relationship nationwide. Ann Shieder leads our State/Local and Education sales efforts, manages the OMNIA Partners contract day to day, and ensures it remains a priority for our regional sales teams. Reese Higgins leads our marketing support of the OMNIA contract through website development and promotions. They work with OMNIA Partners sales and marketing teams to ensure the growth of the Region 4/OMNIA Partners contract. At the field level, we will work to develop strong relationships between our teams with monthly calls and marketing campaigns.

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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.

Allsteel will manage the overall national program through a team of individuals within our government accounts administration team and our dedicated Government Sales Team. This group will oversee the OMNIA Partners agreement to ensure proper client additions, new product additions, promotions, website development/maintenance and reporting on a monthly basis.

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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.

Allsteel is wholly-owned 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 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 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. Eligible customers can submit their orders directly to Allsteeloffice.com, or our preferred method is 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.	

OMNIA Partners Region 4 Education Service Center Discount Matrix

Furniture, Installation, and Related Services

Products	Tier Discount List per Order	Discount From List
Systems & Universal (Stride Systems, Terrace Systems, Optimize Systems, Align Systems Components, Concensys & Cadence Systems Components, Essentials & Align Pedestals, Overheads/Shelves, Worksurfaces, Electrical, Undermount Power Module, Accessories, and Cable Management Tray)	$1-$100,000	69.5%
	$100,001-$400,000	71.0%
	$400,001+	Negotiable
Desking & Benching (Universal Screens, Stride Benching, Stride Desking, Stride Veneer, Stride Veneer Tiles, Further, Futher Adaptive Supports, Involve, Mural, Fit Gallery Panels, Daybook, Altitude Tables, and Approach)	$1-$100,000	67.0%
	$100,001-$400,000	68.5%
	$400,001+	Negotiable
Storage (Involve Storage, Radii Storage, Vertical Files, Essentials Metal Storage (Laterals, Storage Cabinets, Personal Files, Bookcases), Align Metal Storage (Personal Towers, Laterals, Storage Towers, Credenzas, & Lockers))	$1-$100,000	64.0%
	$100,001-$400,000	65.0%
	$400,001+	Negotiable
Tables & Ergo (Admix Tables, Aware Tables, Aware (Credenzas, Lectern, Markerboards), Structure Tables, Ergonomic Tools, Wand Lights & Splitty Lights)	$1-$100,000	64.0%
	$100,001-$400,000	64.0%
	$400,001+	Negotiable
Task Seating (Acuity, Evo, Inspire, Lyric, Mimeo, O6, Pli, Quip, Relate, Seek, & Svelte)	$1-$100,000	59.0%
	$100,001-$400,000	60.0%
	$400,001+	Negotiable
Social Collaborative (Clarity, Two-Thirds, Retreat, Park by Norm Architects, Conventional Lounge (Parallel), All Around Tables, Belong Tables, Harvest Tables, Harvest Veneer, Townhall Collection (Rock, Wedge, Peak, Summit, Picnic, & Cloud),Gather Multi-Purpose Seating (Clubhouse, Jetty:Mod, Recharge, Reflect, Rise, Linger, Vicinity, Vicinity Lounge))	$1-$100,000	51.0%
	$100,001-$400,000	54.0%
	$400,001+	Negotiable
Architectural Walls (Aspect)**/****	$1-$250,000	62.8%
	$250,000+	Negotiable
Architectural Walls (Beyond)**/****	$1-$250,000	59.8%
	$250,000+	Negotiable
Gunlocke	$1-$250,000	55.6%
	$250,000+	Negotiable

Service	Charge
Basic Installation/Assembly* **	Basic Installation will be a minimum of $90 per hour with a not to exceed maximum charge of $150 per hour. Standard Business Hours (8:00 am - 5:00 pm), Monday – Friday, dock door access and site free and clear for installation
Expanded Installation/Assembly* **	Expanded Installation will be a minimum of $100 per hour with a not to exceed maximum charge of $350 per hour. Non-Standard Business Hours Monday – Friday, weekends and holidays. Expanded installation also includes, but is not limited to, sites 60 miles over main dealer warehouse, prevailing wage, union labor, overtime, and major metropolitan areas.
Minimum Installation/Assembly* **	Minimum of $200 per order may apply

Design	Design Services will be a minimum of $85 per hour with a not to exceed maximum charge of $125 per hour.
Reconfiguration	Reconfiguration will be a minimum of $125 per hour with a not to exceed maximum charge of $200 per hour.
Project Management	Project Management will be a minimum of $80 per hour with a not to exceed maximum charge of $200 per hour.
Storage	Not to Exceed $5/sq ft/month after 30 days
Inside Delivery	Inside Delivery will be a minimum of $90 per hour with a not to exceed maximum charge of $125 per hour. Standard Business Hours (8:00 am - 5:00 pm), Monday – Friday, preapproved access pointand site free and clear for delivery. Minimum charge of $200.

Enhanced Services	Yes

Architectual Product Service	**Charge**
Basic Installation/Assembly* **	Basic Installation will be a minimum of $90 per hour with a not to exceed maximum charge of $150 per linear foot. Standard Business Hours (8:00 am - 5:00 pm), Monday – Friday, dock door access and site free and clear for installation.
Expanded Installation/Assembly* **	Expanded Installation will be a minimum of $100 per hour with a not to exceed maximum charge of $350 per linear foot. Non-Standard Business Hours Monday – Friday, weekends and holidays. Expanded installation also includes, but is not limited to, sites 60 miles over main dealer warehouse, prevailing wage, union labor, overtime, and major metropolitan areas.
Design	Design Services will be a minimum of $85 per hour with a not to exceed maximum charge of $125 per hour.
Reconfiguration	Reconfiguration will be a minimum of $125 per hour with a not to exceed maximum charge of $200 per hour.
Project Management	Project Management will be a minimum of $80 per hour with a not to exceed maximum charge of $200 per hour.

****Due to the extremely custom nature of demountable walls, list prices are part of the CET Designer software.**
*****Assembly/Installation costs noted are for normal work hours, non-union wages. Union, prevailing wage, overtime, weekend work, and metropolitan area labor will be negotiated on a case-by-case basis.**
******Prices for Allsteel Architectural Walls Product do not include applicable sales taxes or freight. These charges will be listed as separate line items on the quote, purchase order, and invoice, unless otherwise agreed to in writing, and each charge is contingent upon final destination of product. All applicable taxes and freight charges will be added to Allsteel's invoice, and customer agrees to pay the same.**

Allsteel®

Designed to do more.



We transform workplaces for the better, in a collaborative and human-centric way, by designing for real people and their ambitions.



The way we work is always changing. Together, apart, or somewhere in between, our workplaces—like our work behaviors—are evolving. At Allsteel, we work every day to help transform workplaces for the better. It starts with a focus on collaboration, and it starts with putting people at the center of the experience.

With design methods like Work Geometry, we are bringing a human-centric, researched-backed approach to creating the physical and perceived elements of workplaces.

Offices are for people, and Allsteel's warm modern aesthetic is designed for humans—drawing from organic elements and bringing residential features into the workplace that promote employee wellness, productivity, and retention. We are designing products and workplace solutions for real people and their ambitions.

At Allsteel, we are designed to do more.

Three Beliefs at the Core of Who We Are

HUMAN-CENTRIC

Engagement Experience | Sustainability | Work Geometry

Humans are at the heart of everything we do at Allsteel—from our inception to who we are today. The Allsteel brand believes in a human-centric approach. This is evidenced in the way we work with others throughout the entire experience. We put the client in the center of the process and truly understand their needs before creating a plan.

Our sustainability efforts are all focused on doing the right thing for people and the environment. Allsteel is Designed to Do Better with our experiences and our portfolio.

Work geometry is Allsteel's human-centric consideration for your posture, fit, and the tools you use to be productive and comfortable.

VERSATILE DESIGN

Product + Material Portfolio | Partnership Brands | People + Process

We believe in versatile design. Our solutions are purposely designed to do more than one thing—allowing the client to evolve as the business environment changes.

Our portfolio of products and materials are designed to compliment the architecture, let the professional design intent have a strong presence, and don't overpower the space. Versatile designs allow the client's brand and culture to shine through.

Allsteel's products solve for the versatility that our target clients wants. We have product designs, materials, and partnership brands that are adaptable and meet the needs of the changing workplace. We have created partnerships with key brands to bring the versatility to the solution, meeting the needs of our client. We invest in CET, Parametric Design, and products with a kit of parts—keeping the client in the center of the process.

CO-SOLUTIONING

Allsteel Experience Center | Applied Workplace | Solutions Unique Dealer Network

We believe in co-solutioning—this means we don't come to the table with a prescribed solution. Instead, we work alongside our unique dealer network, using research-backed insights to create an application that is best for the client.

Allsteel approaches projects through co-solutioning with our unique dealer network. Through our applied workplace solutions (such as Tailored Products, Workplace Advisory, Product Application), we work together, alongside the dealer and client, to create winning solutions.

Our new Allsteel Experience Center in Fulton Market was designed with the ability to co-solution in mind. We have created new experiences which will allow us to roll up our sleeves and solution alongside the dealer and the client every step of the way.

Allsteel Product Overview

Allsteel manufactures a full line of contract office furnishings, including seating, workspaces, tables, storage, architectural products, and accessories.

Seating

We believe seating should unlock a user's productivity the moment they take a seat. The Allsteel seating portfolio is curated to solve for a variety of workplace and ergonomic challenges.

Workspaces

Comprehensive workplace solutions that successfully address everyday challenges of the modern workplace. From technology to ergonomics to adaptability, Allsteel's workspace solutions are designed to support the work of individuals, teams, and organizations.

Tables

What you place your work on and where you spend your time working, eating, or taking a meeting should not be overlooked. The Allsteel portfolio of tables addresses the unique challenges of modern workspaces, designed to tackle any problem, from a lack of power sources to the desired flexibility of table-height, and everything in between.

Storage

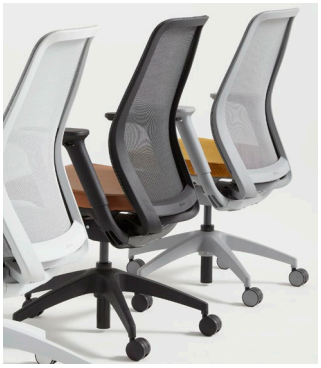
For the things we need, but don't need in front of us. Allsteel's collection of storage solutions allows you to customize the right fit to store the important things, while always giving you space to adapt and grow.

Architectural Products

In response to today's modern offices, Allsteel has developed a large collection of architectural solutions, tools, and structures. This allows you to adjust accordingly to new demands and adapt appropriately to today's ever-changing workplace needs.

Accessories

We believe there is no detail too small, or too large, that can be overlooked. For all the extras we need, and the aesthetics we want, there is the expertly curated Allsteel collection of accessories, so that no detail is left untouched.






Allsteel's Management & Project Approach

Allsteel's Management Approach is designed around six core elements of a project: **Team, Process, Communication, Design Planning, Execution/Implementation, Close Out + Day 2 Service**. Proven through many years and contracts, these core elements position Allsteel and our dealer partners for a successful execution of the contract and an efficient on-going support system. We place an enormous emphasis on our process and provide a rigorous, planned, and disciplined approach to ensure the success of all. Our goal is to implement an infrastructure that includes experience and knowledge, providing quick access to product and service information while responding to the needs of the OMNIA in the most timely and efficient manner. The Management Approach is based on a centralized administration which creates efficiencies related to design, order preparation, coordination, and delivery planning.

TEAM

A successful project begins with a clear understanding of your goals. **Our dedicated Public Sector team ensures that each member is educated and well-versed in all aspects of the requirements of each project.** Allsteel has Public Sector dedicated BDM's in place regionally that are supported by a dealer partner most closely aligned to the territory. Allsteel created this infrastructure to provide quick access to project, product, and service information and allow us to respond to all needs in the most judicious manner. Allsteel offers and requires our dealers to participate in ongoing online training opportunities and instructor-led regional product and specification classes to ensure adequate product knowledge.

COMMUNICATION

The most important task at this stage is to develop the communication pathway to ensure project success while developing provisions for schedule deviations and risk. Our dealer team supported by their local Allsteel BDM, will minimize risk by communicating lead times, ship dates, and expectations on a regular basis to the project team. **Having standards in place for internal processes, understanding the importance of detailed steps, and measuring adherence to those details mitigate risk on projects of all sizes.** A detailed task list will be outlined in the customer Project Gantt Chart to highlight deliverables and key milestones. It will also create a project baseline for progress and performance reporting.

PROCESS

This process involves developing a plan that allows our dealer partner to manage the project scope by defining and controlling the project's constituents. A cross-functional project team is established, initial roles/responsibilities are identified, and technical requirements are reviewed. **Our trusted dealer partners will develop, enforce, and maintain a strong Quality Control Plan alongside an extensive network of certified Servicing Partners and other qualified Allsteel dealer partners that provide coverage to support our high standards for service and delivery, regardless of geographic location.**

DESIGN PLANNING

Expert project management and consistent design are key to the success of complex interior projects. Each project goes through extensive assessment, which provides the foundation for flawless execution. Our experienced designers follow a robust design process to include several accuracy checks and manage requests for changes that may be outside the scope of the contract.

Allsteel has an internal Design Solutions team that works directly with our authorized dealers to assist in the creation of design packages that offer our end customers the best overall solution. Our design professionals provide the following services: auditing and specification accuracy, value engineering, ergonomic options, 3-D drawings, complete parts lists, product compatibility, CAD furniture plans, photo-realistic renderings to help with visualization, and furniture plan finishes.

Allsteel's Management & Project Approach

EXECUTION + IMPLEMENTATION

The Execution and Implementation phase includes order entry, production, delivery, installation, and preparation for closeout of the project.

During production, the Dealer Support team will process and complete any necessary access and security documents and any other regulations. The dealer PM will be on-site regularly to monitor project progress, inspect the quality of furniture installation, and check third-party contractors' work to ensure successful integration of wiring and cabling.

Installation Manager and Project Managers will work with the Allsteel logistics team on packaging efficiencies, site conditions, and optimal communication strategies to ensure optimal delivery and receiving methods. All deliveries will be coordinated through building management to ensure no delays. Prior to delivery and installation, the dealer PM will perform a walk through with the agency representative to jointly note the condition of the facility and areas that require extra protection.

To reduce punch list items, Allsteel will provide a project 'care package' once installation begins, at no cost to the customer. This customized care package includes extra parts, touch up material, or any other items particular to the punch list process. The Project Manager and Installation crew will be conducting ongoing pre-punch walkthroughs and resolve any issues utilizing the punch kit.

We believe that the strong quality assurance measures incorporated into our process reduce overall project risk. At Allsteel, customer satisfaction is measured through a series of Key Performance Indicators (KPIs). These metrics allow us to hold both ourselves and our dealer partners accountable. We create monthly performance matrices that benchmark our client's expectations and measure turn-around and lead time for every order, service, or design request. This data is integrated into an overall scorecard to measure ongoing performance, identify areas of improvement, and implement corrective action.

CLOSE OUT + DAY 2

The close-out of the customer project is critical to successful move-in and long-term tenant satisfaction. Items completed during the closing process can include but aren't limited to:

- Conduct a formal punch walk-through
- Schedule a final project close-out meeting to ensure completion of all project activities and contractual obligations including post-project review
- Provide on-site user training sessions during the first five days of occupancy
- Submit the final close-out package that includes, but is not limited to, warranty, assembly instructions, maintenance handbooks, and a complete set of detailed as-built drawings with part numbers and a key plan.

We believe that communication is a key component to a successful project. The Allsteel and Dealer Support teams have years of experience with similar projects of this scope and complexity for both commercial and government clients. We are fully prepared to manage concurrent installations on multiple floors, multiple buildings, and multiple sites. Our overall driving vision and standard practices will provide a structure for the total project whilst allowing the flexibility to manage and address the unique complexities at each local level.

Additional Sustainability

Textile Innovations & Sustainability

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

2024 DOE Better Projects

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.

Read More →

ecomedes

HNI Product Sustainability

At HNI, sustainability is more than just a manufacturing practice. We strive to design and build furniture that not only increases your team's productivity, but also protects the natural environment. Our commitments—to lean manufacturing, environmentally conscious product development, responsible sourcing and distribution, and reduced emissions and material waste—drive our practices and reflect our beliefs.

Whether you're looking to educate your team on sustainable best practices or searching for information on environmental standards, we can help. Explore our Ecomedes sustainability site to learn more about our products, how they safeguard you, and the ways they can contribute to LEED and WELL certifications.

HNI ecomedes →

Contracts & Cooperatives Allsteel Supports

Our government services and higher education programs make it **easy and efficient to specify, order, receive, and install the right workplace solutions** to meet your office furniture needs today while providing lasting value for years to come.

Since 1946, Allsteel has served the office furniture needs of a variety of government agencies with durable, functional, and dependable products. Our comprehensive line of GSA-approved products offers a range of office solutions, providing style and durability that lasts through interior trends and frequent office planning and reconfiguration. We take environmental sustainability into account at every step, from design and manufacturing to use and reuse. We express our confidence in the quality of our product by backing all Allsteel products with a lifetime warranty.

Please click to view current contracts on Allsteeloffice.com.

Allsteel Contracts →

DESIGN PUBLIC GROUP

AN HNI BRAND

About Us

The ancillary furniture process can be challenging.. Finding products from multiple brands and then communicating, specifying, ordering, and managing the shipments through multiple channels is a lot to manage. With Design Public Group, you get a single source to help you manage all of this.

We partner with hundreds of international, design-focused brands, offering their portfolio of contract grade products to you via our platform and knowledgeable sales team. With DPG, you get exclusive pricing and the ability to specify by brand, product category, budget,and lead times. In addition, we offer architect files and other tools that can seamlessly integrate into your workflow, all on our easy-to-use platform.

The DPG Benefit



LARGEST CATALOGUE OF ANCILLARY PRODUCTS

Design Public Group is proud to work with hundreds of international brand partners, offering thousands of SKUs.



REDUCE THE FRICTION IN ANCILLARY SPECIFICATION

Eliminate the need to work with multiple contacts and purchase orders. At DPG, you have one point of contact and one PO.



VISIBILITY INTO REAL-TIME SHIPPING

Order tracking for multiple brands on one order is as easy as a click.



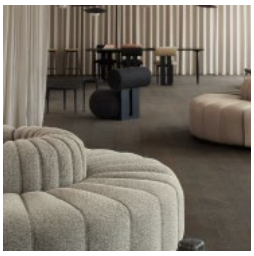
WE ARE CLIENT-CENTRIC

We know there will always be a need for a person on the other end. Our team of contract sellers & client support are always ready to help.

Program Brand Contract Grade Partners



normann COPENHAGEN



NORR11



Ton



WENDELBO



ÅNDERSEN
QUALITY MEETS DESIGN

Pricing

Products offered are 20% off Manufacturers Advertised Price. Pricing does not include dealer installation.

Warranty

Highlighted Manufacturers 5-year warranty

Product

Wide selection of contract grade product from high-design European manufacturers. Additional brands can be added to the offering based on OMNIA selection.

Enhanced Services

We are excited to introduce Enhanced Services, the ability to order additional services right along with your Allsteel 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 Allsteel'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 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

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 Allsteel LLC

Address 600 East 2nd Street
Muscatine, IA 52761

Phone (563) 272-4800

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:
2024-1159505

Date Filed:
05/10/2024

Date Acknowledged:

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

Allsteel 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).

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

Allsteel 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

CERTIFICATE OF LIABILITY INSURANCE

7/1/2024

DATE (MM/DD/YYYY) 6/28/2023

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 17480750 **REVISION NUMBER:** XXXXXXX

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

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

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

CERTIFICATE HOLDER

17480750
Omnia Partners
c/o Global Risk Management Solutions
5271 California Ave., Suite 290
Irvine CA 92617

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Allsteel®

Limited
Lifetime Warranty

Allsteel's dedication to quality products is one of the ways we show our commitment to our customers.

We recognize that keeping up with the pace of change requires having products that work as hard as the people who use them. That's why many of our products are rigorously tested to meet the highest industry standards.

In the unlikely event that any Allsteel product or component covered by the Allsteel Warranty should fail under normal workplace use because of defective material or workmanship, Allsteel will help fix it.

Because taking care of *people* is how Allsteel takes care of business.

Limited Lifetime Warranty

Allsteel®

Allsteel warrants its products to be free from defects in material and workmanship for as long as the original purchaser owns them, except as set forth below.

Allsteel shall repair or replace with comparable product (at Allsteel's discretion), free of charge, any Allsteel product or component manufactured after March 1, 2021, that fails under normal commercial office use, in accordance with the terms of this warranty. For products or components manufactured prior to this date, please contact your Allsteel trade partner for warranty information.

The materials and components listed below are covered according to the following schedule from the date of invoice:

LIFETIME
All Allsteel products, materials, and components are covered under the Allsteel Limited Lifetime Warranty, subject to the following exceptions

12 YEARS
Veneer and laminate surfaces; wood seating; electrical components; seating controls; pneumatic cylinders; glides; casters; arm caps; foam; all seating mesh not limited to 5 years below; polymer side-chair shells

10 YEARS
Beyond® and Aspect™ demountable partitions; painted-wood surfaces; wood-frame seating and lounge products; Altitude® A6 height-adjustable worksurface mechanisms and metal bases purchased after March 1, 2021 (7 years on mechanisms and 10 years on bases prior to this date)

7 YEARS
Altitude® A5 and Altitude® A8 height-adjustable worksurface mechanisms and metal bases

5 YEARS
Tablet arm mechanisms; mesh on Quip™, Scout®, and Mimeo®; panel and seating upholstery fabrics; other covering materials; upholstery on tackboards and storage cushions; freestanding LED task lights; Beyond® and Aspect™ moving parts such as door hardware and door mechanisms; monitor arms; keyboard trays; Altitude® Basic height-adjustable worksurface mechanisms and metal bases

3 YEARS
Marker board surfaces; upholstery on lounge products; undercabinet LED lights; USB power modules

2 YEARS
Keyless electronic locks

1 YEAR
Traceless laminates

Allsteel does not warrant:
- Customer's Own Materials (COM) or Customer's Own Laminates (COL)
- Natural variations occurring in wood, leather, or other natural materials, which are inherent to their character and not considered defects
- Colorfastness of textiles or surface finishes
- Matching of colors, grains, textures, or edge bands to natural materials such as veneer and leather
- Damage caused by the carrier in-transit or installer
- Products not installed, used, or maintained in accordance with product specifications, instructions, and warnings
- Modifications or attachments to the product not approved by Allsteel
- Products used for rental purposes
- Beyond® and Aspect™ doors used in suite entry applications
- Beyond® and Aspect™ customer's own hardware, which is subject to the supplier warranty
- Third-party products acquired through the Tailored Products Group
- Partner, third-party, and other manufacturers' products Allsteel, to the extent possible, will pass through any warranty received with respect to other manufacturers' branded products
- Consumables (e.g. batteries, bulbs, lamps, and ballasts)

This warranty applies only to the original purchaser and is non-transferrable.

Warranty is void if integrated components or features are substituted with non-Allsteel or unauthorized components without previous authorization.

This warranty will not be valid if damage to the product is caused by (1) normal wear and tear over the course of ownership, including puddling and pilling in materials; (2) sharp objects (e.g. writing utensils, heeled shoes, scissors, jewelry, keys); (3) extreme environmental conditions; (4) unintended usage or; (5) the use or storage of product in unsuitable environments or conditions.

This warranty applies only to products purchased from authorized Allsteel trade partners and delivered within the United States and Canada. This warranty is valid for unlimited shift usage. Please contact your Allsteel trade partner with any warranty requests.

To the extent allowed by law, Allsteel makes no other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose. Allsteel will not be liable for any consequential or incidental damages.

NOTICE TO PURCHASER 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 does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions 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. However, to the extent allowed by applicable state law, the implied warranties are limited to the applicable term of the warranty.

Allsteel Inc.
Muscatine, Iowa 52761

allsteeloffice.com

©2021 Allsteel Inc.
All registered trademarks and trademarks are the property of Allsteel.

Form # A7518.H1 (03/21)

12 YEAR WARRANTY

Subject to the limitations set forth below. The Gunlocke Company warrants to the original purchaser all product in this price list to be free from defects in material and workmanship for a twelve year period from the date of shipment. This 12-year warranty applies to all products sold and installed by a Gunlocke authorized agent for normal commercial single shift service. Gunlocke will repair, or at its option, replace defective merchandise, free of charge. The following components not manufactured by Gunlocke have the following warranties:

- **High wear components** such as casters and glides are warrantied for five years after date of shipment to original owner.
- **Electrical components** are warrantied 10 years from date of manufacture with exception of lamps and ballasts which are not warrantied. This includes Fluorescent Tasklights.
- **LED tasklights** are warrantied for 3 years from date of shipment to original owner.
- **Drawer suspensions** are warrantied for lifetime of product after shipment to original owner.
- **Personal Corners** including covering (leather) are warrantied for three years of single shift and normal use after shipment to original owner.
- **Height adjustable electrical components** are warrantied for five years of single shift and normal use after shipment to original owner.

Any non-standard material selected by the customer is not warrantied. Neither does this warranty apply to damage resulting from accident, alteration, or misuse, as well as damage from normal wear and tear such as dents, nicks, scratches, fading and improper maintenance. That is, Gunlocke's warranty is only valid if products are given proper use and care. Gunlocke assumes no responsibility for product damages resulting from improper installation or user modification.

WOOD FURNITURE

Wood owes its inherent beauty to variations in color, grain, and texture, and therefore, these variations are not considered defects. There may be minor variations from one piece of furniture to the next even though they are finished at the same time. Exposure to light and the aging process will cause a darkening of natural wood products. Light finishes on wood products do not mask the natural characteristics of wood. The Gunlocke Company does not guarantee the exact matching of grain, pattern, and color.

These finishes do not cover any of the natural characteristics of the wood, including nature's colorations, pitch pockets, and the variations of steambent wood. Merchandise will not be replaced because of these natural variations.

It is expressly understood and agreed that the buyer's sole and exclusive remedy for any and all losses or damages resulting from nonconforming goods, or from any other cause, shall be repair or replacement of defective parts, and that Gunlocke shall not be liable for damages or injury to persons or property, nor for replacement of the entire commercial unit, if repair or replacement of defective parts can reasonably render the unit conforming.

All warranty claims must be made in writing by the original owner. Owner may be required to produce the invoice or other evidence to establish that a claim is within the warranty period. Warranty claims may be submitted on the Gunlocke website. https://apps.gunlockeadvantage.com/QualityFeedback/

As stated and illustrated on the website, serial numbers are required to process a warranty claim. No person, firm or corporation is authorized to assume for Gunlocke any liability in connection with the sale or installation of Gunlocke products except as stated above.

All other warranties, expressed or implied, are excluded. Gunlocke shall not be liable for incidental or consequential damages of any sort.



Corporate Office & Support Center Locations

The location of the HNI Corporation and Allsteel corporate office is 600 East 2nd Street, Muscatine, IA, 52761.

Allsteel New York Showroom:
257 Park Ave. South 14th Floor New York, NY 10010

Allsteel Boston Showroom:
200 State Street 4th Floor, Suite 4A Boston, MA 02109

Allsteel Chicago Showroom:
345 N Morgan Fulton Market District Chicago, IL 60607

Allsteel San Francisco Showroom:
Four Maritime Plaza San Francisco, CA 94111

Allsteel Los Angeles Showroom:
555 South Flower Street Suite 3420 Los Angeles, CA 90071

Many of our dealer partners have showrooms showcasing our product solutions as well. Please see the included dealer list to identify additional showroom locations.

Dealer Support Center Locations

ALABAMA:
Interior Elements LLC
2320 1st Ave N Ste 110
Birmingham, AL 35203

A-Z Office Resource, Inc
113 Jetplex Cir. Ste A1
Madison, AL 35758

ALASKA:
Arctic Office Products
100 W Fireweed Lane
Corner of Fireweed & 'A' St
Anchorage, AK 99503

Juneau Business Interiors
2808 Marsha Ave
Juneau, AK 99801

ARIZONA:
Forward Tilt LLC
6340 E Thomas Rd Ste 200
Scottsdale, AZ 85251

ARKANSAS:
Moser Sales Corporation
601 N 13th St
Rogers, AR 72756

L&M Office Furniture
2207 Cantrell Rd
Little Rock, AR 72202

CALIFORNIA:
Cal & Stan Inc.
dba Cal Bennett's Inc.
615 North Plaza Dr
Visalia, CA 93291

Corporate Business Interiors
3501 Jamboree Rd
South Tower, Ste 400
Newport Beach, CA 92660

InsideSource – Sacramento
100 Howe Ave Ste 197
Sacramento CA 95825

InsideSource - Concord
1221 Diamond Way
Concord, CA 94520

InsideSource - San Carlos
985 Industrial Rd, Ste 101
San Carlos, CA 94070

InsideSource - San Francisco
2 Embarcadero Ctr Ste R2308
Promenade Level
San Francisco, CA 94111

InsideSource - San Jose
300 Park Ave, Ste 150
San Jose, CA 95110

Parron Hall
9655 Granite Ridge Dr, Ste 100
San Diego, CA 92123

Sam Clar Office Furniture
1221 Diamond Way
Concord, CA 94520

Westfall Commercial Furniture Inc
444 S. Flower Street, Ste 4280
Los Angeles, CA 90071

COLORADO:
IE Connect
1331 19th St
Denver, CO 80202

CONNECTICUT:
Inside Source
401 Merrit 7, Plaza Level
Norwalk, CT 06851

W.B. Mason Company
2460 State St
Hamden, CT 06517

W.B. Mason Company
151 Woodward Ave
Norwalk, CT 06854

W.B. Mason Company
2 Consumers Ave
Norwich, CT 06360

W.B. Mason Company
43 N Rd
East Windsor, CT 06088

DELAWARE:
Douron
220 Continental Dr, Ste 106
Newark, DE 19713

W.B. Mason Company
113 Interchange Blvd
Newark ,DE 19711

DISTRICT OF COLUMBIA:
Henricksen
1725 1st St NW Ste 550
Washington, DC 20006

FLORIDA:
Align 1 Solutions
1301 E Broward Blvd, Ste 320
Fort Lauderdale, FL 33301

Commercial Design Services
5805 Barry Road
Tampa, FL 33634

Commercial Design Services Inc
8172 Baymeadows Way W
Jacksonville, FL 32256

Commercial Design Services Inc
640 Douglas Avenue, Ste 1514
Altamonte Springs, FL 32714

Commercial Design Services
508 Capital Circle SE, Unit 508-C
Tallahassee, FL 32301

Dealer Support Center Locations

FLORIDA (CONTINUED):
Compass Office Solutions
3320 Enterprise Way
Miramar, FL 33025

W.B. Mason Company
1673 Mason Ave
Daytona Beach, FL 32117

W.B. Mason Company
11741 Phillips Hwy
Jacksonville, FL 32256

W.B. Mason Company
10801 NW 103rd St
Miami, FL 33178

W.B. Mason Company
2405 Commerce Park Dr
Orlando, FL 32819

W.B. Mason Company
9945 Currie Davis Dr
Tampa, FL 33619

Emerald Coast Office Products Inc
3355 Copter Rd Ste 3
Pensacola, FL 32514

GEORGIA:
Interior Environments Atlanta LLC
3344 Peachtree Rd NE Ste 800
Atlanta, GA 30326

Malone Office Environments
1345 Thirteenth Ave
Columbus, GA 31901

Office Creations Inc
5250 Brook Hollow Pkwy
Norcross, GA 30071

HAWAII:
Infinium Interiors
850 Mililani St Fl 2
Honolulu, HI 96813

IDAHO:
IE Connect LLC
1290 W Myrtle St Ste 160
Boise, ID 83702

ILLINOIS:
Henricksen
121 W Wacker Dr Ste 1450
Chicago, IL 60601

Henricksen
1101 West Thorndale Avenue
Itasca, IL 60143

Henricksen
401 SW Water Street, Ste 205
Peoria, IL 61602

Henricksen
716 E Empire St Ste 2
Bloomington, IL 61701

Midwest Office Interiors
10330 Argonne Woods Dr, Ste 600
Woodridge, IL 60517

Stocks Business Furniture Inc.
602 South Country Fair Drive
Champaign, IL 61821

The Ellison Group
5802 N Washtenaw Ave
Chicago, IL 60659

INDIANA
RJE Interiors Inc.
621 E Ohio St
Indianapolis, IN 46202

IOWA:
All Makes Office Equipment
500 E Court Ave, Ste 150
Des Moines, IA 50309

Office Elements
1102 Historic 4th Street
Sioux City, IA 51101

Office Elements
1280 N Lake Ave, Ste 1
Storm Lake, IA 50588

Office Elements
1401 South Harrison, Unit 3
Mason City, IA 50401

Paragon Commercial Interiors
1559 Grant St Ste 101
Bettendorf, IA 52722

KANSAS:
Spaces Inc
14950 W 86th St
Lenexa, KS 66215

KENTUCKY:
Munson Business Interiors Inc
2307 River Rd Ste 100
Louisville, KY 40206

LOUISIANA:
General Office Supply
3045 W Pinhook Rd
Lafayette, LA 70501

General Office Supply Company
320 7th St
Lake Charles, LA 70601

General Office Supply
6265 Benefit Dr Ste A
Baton Rouge, LA 70809

MAINE:
Union Office Interiors
635 Eastern Ave
Augusta, ME 04330

W.B. Mason Company
188 Waters St
Augusta, ME 04330

W.B. Mason Company
78 Rice St
Bangor, ME 04401

Dealer Support Center Locations

MAINE (CONTINUED):
W.B. Mason Company
106 Pine Tree Industrial Pkwy
Portland, ME 04102

MARYLAND:
Douron
10 Painters Mill Rd
Owings Mills, MD 21117

Office Images
2099 Gaither Rd, Ste 130
Rockville, MD 20850

Enterprise Furniture Consultants
111 Water St Ste 210
Baltimore, MD 21202

W.B. Mason Company
9420 Gerwig Way
Columbia, MD 21046

W.B. Mason Company
1280 Landing Ln, Ste 5
Westminster, MD 21157

MASSACHUSETTS:
Total Office Interiors
129 Portland St
Boston, MA 02214

Union Office Interiors
226 Andover St
Wilmington, MA 01887

W.B. Mason Company
647 Summer St
Boston, MA 02127

W.B. Mason Company
59 Centre Street
Brockton, MA 02303

W.B. Mason Company
55 Falmouth Rd
Hyannis, MA 02601

W.B. Mason Company
272 W Cummings Park
Woburn, MA 01605

W.B. Mason Company
1455 Concord St
Framingham, MA 01701

W.B. Mason Company
121 1/2 Wells St
Greenfield, MA 01301

MICHIGAN:
Interior Environments
48700 Grand River Ave
Novi, MI 48374

Interstate Office Interiors
5116 S Sprinkle Rd
Portage, MI 49002

Kentwood Office Furniture Inc.
3063 Breton Rd SE
Grand Rapids, MI 49512

MINNESOTA:
Cooper Office Supply
102 E Lincoln Ave
Fergus Falls, MN 56537

Henricksen
800 Washington Ave N Ste 200
Minneapolis, MN 55401

MISSISSIPPI:
Interior Elements LLC
830 Wilson Dr, Ste A
Ridgeland, MS 39157

MISSOURI:
Benchmark Office Solutions, dba
Samco Business Prod.
3612 W Truman Blvd
Jefferson City, MO 65109

Modern Business Interiors LLC
1023 Portwest Dr
St Charles, MO 63303

MONTANA:
Office Solutions & Services (OS2)
1020 North Ave West
Montana Ofc Machines of Missoula
Missoula, MT 59801

NEBRASKA:
All Makes Office Equipment
3333 O St
Lincoln, NE 68510

All Makes Office Equipment
2558 Farnam St
Omaha, NE 68131

NEVADA:
Westfall Commercial Furniture
3930 Howarrd Hughes Pkwy 5th FL
Las Vegas, NV 89169

NEW HAMPSHIRE:
W.B. Mason Company
8001 S Willow St
Manchester, NH 03103

NEW JERSEY:
Business Environments LLC
1751 Route 10 E
Morris Plains, NJ 07950

Casey's Executive Interiors
152 Route 22 West
Green Brook, NY 08812

W.B. Mason Company
151 Heller Place
Bellmawr, NJ 08031

W.B. Mason Company
21 Commerce Dr
Egg Harbor Twp, NJ 08234

Dealer Support Center Locations

NEW JERSEY (CONTINUED):
W.B. Mason Company
535 Secaucus Rd
Secaucus, NJ 07094

W.B. Mason Company
21 Commerce Dr
South Brunswick, NJ 08512

NEW MEXICO:
Beck Total Office Interiors
9600 San Mateo Blvd NE
Albuquerque, NM 87113

NEW YORK:
Davies Office Refurbishings, Inc.
40 Loudonville Rd
Albany, NY 12204

Henricksen
1040 Ave of the Americas, 22nd Floor
New York, NY 10018

InsideSource Northeast
9 East 38th St 10th Floor
New York, NY 10016

Mid City Office Equipment Inc
2495 Main Street, Ste 240
Buffalo, NY 14214

Syracuse Business Center Inc, The
750 W Genesee St
Syracuse, NY 13204

W.B. Mason Company
29 Mill St
Albany, NY 12204

W.B. Mason Company
1160 Commerce Ave
Bronx, NY 10462

W.B. Mason Company
53 West 23rd St, 10th Floor
New York, NY 10010

W.B. Mason Company
2855 Broadway
Cheektowaga, NY 14227

W.B. Mason Company
90 Nicon Ct
Hauppauge, NY 11788

W.B. Mason Company
12 Jeanne Dr
Newburgh, NY 12550

W.B. Mason Company
22 Veterans Lane
Plattsburg, NY 12901

W.B. Mason Company
45 Vantage Point Dr, Bldg L
Rochester, NY 14624

W.B. Mason Company
137 Main St
Southampton, NY 11968

W.B. Mason Company
1200 State Fair Blvd
Syracuse, NY 13209

W.B. Mason Company
9396 River Rd
Marcy, NY 13403

W.B. Mason Company
150 Factory St
Watertown, NY 13601

W.B.Mason Company
379 Broad St
Waverly, NY 14892

NORTH CAROLINA:
Interior Elements LLC
800 West Hill St, Ste 404
Charlotte, NC 28208

Interior Elements LLC
1111-200 Haynes St
Raleigh, NC 27604

Herald Office Solutions
127 W Columbus St
Whiteville, NC 28472

OHIO:
Dupler Office
330 West Spring St, Ste 150
Columbus, OH 43215

Environments 4 Business
1400 W 10th St
Cleveland, OH 44114

Environments 4 Business
3421 Ridgewood Rd, Ste 270
Fairlawn, OH 44333

RJE Interiors Inc
623 Broadway St
Cincinnati, OH 45202

FriendsOffice
2300 Bright Rd
Findlay, OH 45840

FriendsOffice
4604 Salem Ave
Dayton, OH 45416

W.B. Mason Company
12985 Snow Rd
Parma, OH 44130

Dealer Support Center Locations

OKLAHOMA:
L&M Office Furniture
12424 E 55th St
Tulsa, OK 74146

Wilsonbauhaus Interiors
426 E 4th St
Tulsa, OK 74120

OREGON:
Environments
2055 NW Savier St Ste 175
Portland, OR 97209

PENNSYLVANIA:
Benjamin Roberts LTD
119 S Tree Dr
Lancaster, PA 17603

COFCO, A Henricksen Co.
2200 N American St
Philadelphia, PA 19133

Henricksen
1601 Cherry St Ste 1610
Philadelphia, PA 19102

HiTouch Business Services
1817 Banksville Road
Pittsburgh, PA 15216

Nittany Office Equipment
1207 S Atherton St
State College, PA 16801

Office Service Company
1009 Tuckerton Ct
Reading, PA 19603

Stone Office Equipment Inc
321 Pear St
Scranton, PA 18505

W B Mason Company
9506 966 Postal Rd #100
Allentown, PA 18109

W B Mason Company
1640 E Pleasant Valley Blvd
Altoona, PA 16602

W B Mason Company
1809 Pittsburgh Ave
Erie, PA 16502

W B Mason Company
20 Ave C
Leetsdale, PA 15056

W.B. Mason Company
1819 John F Kennedy Blvd, Ste 226
Philadelphia, PA 19103

W.B. Mason Company
123 Green Tree Rd
Phoenixville, PA 19460

W.B. Mason Company
1751 Lincoln Highway
North Versailles, PA 15137

W.B. Mason Company
110 S Beeson Ave
Uniontown, PA 15401

W.B. Mason Company
3215 Espresso Way
York, PA 17406

RHODE ISLAND:
W B Mason Company
99 Bald Hill Rd #11
Cranston, RI 02920

SOUTH CAROLINA:
Herald Office Solutions
832 Wade Hampton Blvd
Greenville, SC 29609

Herald Office Solutions
3250 Tile Dr
Charleston, SC 29405

Herald Office Solutions
127 Chesterfield Hwy
Cheraw, SC 29520

Herald Office Solutions
801 N. Cashua Dr
Florence, SC 29501

Herald Office Solutions
736 Broad St
Sumter, SC 29150

Herald Office Solutions
909 Broadway St
Myrtle Beach, SC 29577

Herald Office Solutions
90 N Shorecrest Rd, Ste A
Columbia, SC 29209

Interior Elements LLC
1940 Algonquin Rd #104
Charleston, SC 29405

Interior Elements, LLC
1122 S Main St, Unit A
Greenville, SC 29601

SOUTH DAKOTA:
Office Elements
112 S Phillips Ave Ste 100
Sioux Falls, SD 57104

TENNESSEE:
Synergy Business Environments
651 E 4th St Ste 200
Chattanooga, TN 37403

Synergy Business Environments
555 West Jackson Ave, Ste 303
Knoxville, TN 37902

Synergy Business Environments
800 6th Ave South, Ste 200
Nashville, TN 37203

Dealer Support Center Locations

TENNESSEE (CONTINUED):
Henricksen
110 E 7th St Ste 102
Chattanooga, TN 37402

Henricksen
1030 16th Ave S Ste 101
Nashville, TN 37212

TEXAS:
Beck Total Office Interiors
4731 Ripley Dr Ste C
El Paso, TX 79922

Broussard Group
4985 Eisenhauer RD, Ste 103
San Antonio, TX 78219

CORE OFFICE INTERIORS
10300 Metric Blvd, Ste 200
Austin, TX 78758

CORE OFFICE INTERIORS
7108 Old Katy Road, Ste 150
Houston, TX 77024

CORE OFFICE INTERIORS
816 Camaron St Ste 106
San Antonio, TX 78212

Henricksen
2908 Maravillas Loop
Austin, TX 78735

Plano Office Supply
1405 E PLANO PARKWAY
Plano, TX 75074

Total Office Solutions
216 Schroeder Dr
Waco, TX 76710

Wilsonbauhaus Interiors
1341 W Mockingbird Ln, Ste 1100W
Dallas, TX 75247

Wilsonbauhaus Interiors
2343 Walnut Hill Ln
Dallas, TX 75229
Wilson Office Interiors
5051 Pulaslki Hill LN
Dallas, TX 75247

Wilton's Officeworks
181 N Earl Rudder Fwy
Bryan, TX 77805

UTAH:
Workspace Elements
3003 S Highland Dr
Salt Lake City, UT 84106

VERMONT:
W.B. Mason Company
805 Center Street
Lyndonville, VT 05851

W.B. Mason Company
68 Nesti Dr
South Burlington, VT 05403

VIRGINIA:
Bassett Office Supply
2266 Fairystone Park Highway
Bassett, VA 24055

The Supply Room
8006 West Broad Street
Richmond, VA 23294

The Supply Room
1356 London Bridge Rd
Virginia Beach, VA 23453

The Supply Room
14140 N Washington Hwy
Ashland, VA 23005

Ball Office Products
2100 Westmoreland St
Richmond, VA 23230

W.B. Mason Company
1620 S Loudoun St
Winchester, VA 22601

Workplace Solutions Inc
317 Village Rd, Ste 103
Virginia Beach, VA 23454

WASHINGTON:
Tri County Office Interiors
1205 Commercial St
Bellingham, WA 98225

WISCONSIN:
Eau Claire Business Interiors
2224 Mercantile Dr
Eau Claire, WI 54703

Henricksen
3070 Gateway Rd
Brookfield, WI 53045

Henricksen
2530 Winnebago St
Madison, WI 53704

Dealer Support Center Locations

GUNLOCKE ONLY DEALERS
Bold Pilot LLC
6804 Virginia Manor Rd
Beltsville, MD 20705

EvensonBest LLC
641 6th Ave #6
New York, NY 10011

MOI Inc.
1801 Porter St, Suite 100
Baltimore, MD 21230

Price Modern LLC
2604 Sisson St.
Baltimore, MD 21211



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."

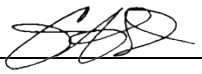
Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

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

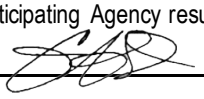
acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations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

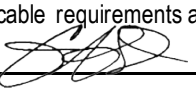
(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by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

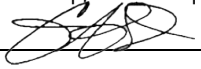
Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced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

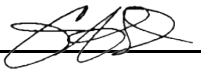
In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided 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: Allsteel LLC
Address, City, State, and Zip Code: 600 E Second St. Muscatine, IA 52761
Phone Number: 563-272-4800
Fax Number: N/A

Printed Name and Title of Authorized Representative: Eric Schroeder - Vice President Finance, HNI Workplace Furnishings
Email Address: allsteelgovcontracts@allsteeloffice.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

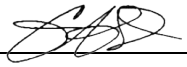
CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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.

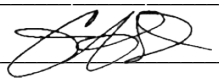
Offeror's Name:
Allsteel LLC

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

Phone Number: 563-272-4800 Fax Number:
N/A

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

Email Address: allsteelgovcontracts@allsteeloffice.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:

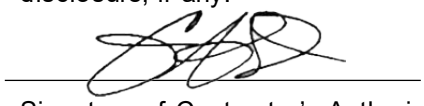
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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, Allsteel 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.

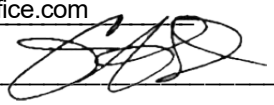
Offeror's Name: Allsteel LLC

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

Phone Number: 563-272-4800 Fax Number: N/A

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

Email Address: allsteelgovcontracts@allsteeloffice.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: Allsteel 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 Allsteel 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 Allsteel 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
Notary public of State of Iowa

My Commission expires 12/26/2026

(Seal)

CINDY HERMANN
Commission Number 756350
My Commission Expires
December 26, 2026

Version March 19, 2024

DOC #3

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

Company Name: Allsteel 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 **36059**

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-Aug-2022** to **15-Aug-2025**

ALLSTEEL INC.
2210 SECOND AVENUE
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:	Allsteel 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	Printed Name	Title
	Eric Schroeder	Vice President, Finance

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

DOC #6

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: Allsteel 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.

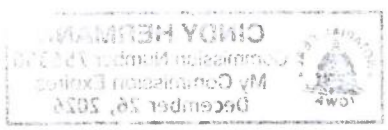
Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____
**Attach Additional Sheets If Necessary.*

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

DOC #7

Version March 19, 2024

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	36-0717079 Vendor's FEIN
Allsteel LLC Vendor's Name	563-316-9655 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)	allsteelgovcontracts@allsteeloffice.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/

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)
0600481672

ALLSTEEL LLC

I, the Treasurer of the State of New Jersey, do hereby certify, that the above named business did file and record in this department the below listed document(s) and that the foregoing is a true copy of the Registration of Foreign Limited Liability Company Filed in This Office October 05, 2023 as the same is taken from and compared with the original(s) filed in this office on the date set forth on each instrument and now remaining on file and of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 6th day of October, 2023

Elizabeth Maher Muoio
State Treasurer

Certificate Number: 145432988

Verify this certificate online at

https://www.njportal.com/DOR/businessrecords/Validate.aspx

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
CERTIFICATE OF AUTHORITY

ALLSTEEL LLC
0600481672

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Foreign Limited Liability Company organized under the laws of Illinois, has complied with all the requirements of Title 42:2C of the New Jersey Statutes, and that the business or activity of said Foreign Limited Liability Company to be carried on within the State of New Jersey is such as may be lawfully carried on by Foreign Limited Liability Company filed under the laws of this State for similar business or activity. The Certificate of Authority was duly filed October 5th, 2023.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 6th day of October, 2023

Elizabeth Maher Muoio
State Treasurer

Certificate Number: 145432698

Verify this certificate online at
https://www.njportal.com/DOR/businessrecords/Validate.aspx

DocuSign Envelope ID: 2D1D38B4-342E-48D0-80D5-9A481231A118

PO Box 308
Trenton, NJ 08646

STATE OF NEW JERSEY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

Overnight to:
33 West State St 5th FL
Trenton, NJ 08608

FEE REQUIRED

PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. **Business Name:**
Allsteel LLC

2. **Type of Business Entity:** F L C
(See instructions for Codes, Page 21, Item 2)
Foreign LLC

3. **Business Purpose:**
(See instructions for Codes, Page 21, Item 3)
Sale of office furniture

4. Stock (Domestic Corporations only; LLCs and Non-Profits leave blank

5. Duration (if indefinite or Perpetual, leave blank):

6. **State of Formation/Incorporation (Foreign Entities Only):**
Illinois

7. **Date of Formation/Incorporation (Foreign Entities Only):**
12/31/2022

8. **Contact Information:**
Registered Agent Name C T Corporation System

Registered Office:
(Must be a New Jersey street address)
Street 820 Bear Tavern Road
City Trenton Zip 08628

Main Business or Principal Business Address:
Street 600 E. 2nd Street
City Muscatine State IA Zip 52761

9. **Management** (Domestic Corporations and Limited Partnerships Only)
- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
- Domestic Non-Profits list Board of Trustees, minimum of 3;
- Limited Partnerships list all General Partners.

Name	Street Address	City	State	Zip

FLC

FILED
OCT 05 2023
NJ DORES
Commercial Information Services

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

10. **Incorporators** (Domestic Corporations Only, minimum of 1)

Name	Street Address	City	State	Zip

0600481672

Signature(s) for the Public Record (See instructions for information on Signature Requirements)

Signature	Name	Title	Date
DocuSigned by: Steven Bradford 3C6F8870923F407...	Steven M. Bradford	Manager	April 20, 2023

NJ030 - 11/17/2022 Wolters Kluwer CCH Inc

Allsteel

Allsteel Inc.
600 E. 2nd Street
Muscatine, IA 52761

October 4th, 2023

New Jersey Division of Revenue
PO Box 308
Trenton NJ 08646

To Whom It May Concern,

Allsteel Inc. provides consent for Allsteel LLC to register under the name "Allsteel LLC" in the state of New Jersey.

Sincerely,

Jack D. Herring
Treasurer of Allsteel Inc.

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 **36059**

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-Aug-2022** to **15-Aug-2025**

ALLSTEEL INC.
2210 SECOND AVENUE
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: Allsteel 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

Allsteel®

Business Information



Allsteel LLC

600 East 2nd Street Muscatine, IA 52761

FEIN: 36-0717079

DUNS number: 12-031-6711





D&B Finance Analytics

Printed By: Jesse Albrecht

Date Printed: 05/22/2024

LIVE REPORT

ALLSTEEL INC.

Tradestyle(s): (SUBSIDIARY OF HNI CORPORATION, MUSCATINE, IA) 3

ACTIVE HEADQUARTERS

D-U-N-S Number: 12-031-6711
Phone: +1 563 272 4800

Address: 200 Oak St, Muscatine, IA, 52761, United States Of America
Web: www.cms.allsteeloffice.com/contact-us
Endorsement: AlbrechtJ@hniworkplacefurnishings.com
Exclude from Portfolio Insight: No
Folders: All Companies

Summary

Currency: USD

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name	Current Status	Details
PAYDEX®	74	9 Days Beyond Terms
Delinquency Score	73	Low to Moderate Risk of severe payment delinquency.
Failure Score	68	Moderate Risk of severe financial stress.
D&B Viability Rating	2 1 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
-	-	-	-	-

Account Level Detail

Account Name	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due

There are currently no account associated with this D-U-N-S.
Upload account or create an account to view summary.

COMPANY PROFILE

D-U-N-S	Mailing Address	Employees
12-031-6711	UNITED STATES	1,600 (140 here)
Legal Form	**Telephone**	**Age (Year Started)**
Unknown	+1 563 272 4800	112 Years (1912)
History Record	**Website**	**Named Principal**
Clear	www.cms.allsteeloffice.com/contact-us	Jeff Lorenger, PRES

Ownership

Not publicly traded

Present Control Succeeded

1912

Line of Business

Whol furniture

SIC

5021

NAICS

423210



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:	**Likelihood-Of-Continued-Operations**
Based on the predicted risk of severely delinquent payments:	**Low Potential For Severely Delinquent Payments**

D&B MAX CREDIT RECOMMENDATION

MAXIMUM CREDIT RECOMMENDATION

175,000 (USD)

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

FAILURE SCORE (Formerly Financial Stress Score)

Company's Risk Level

MODERATE

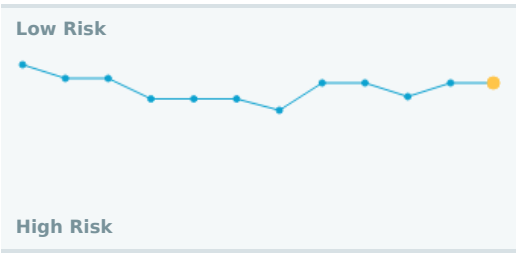
Probability of failure over the next 12 months

0.14 %

68

High Risk (1) Low Risk (100)

Past 12 Months



DELINQUENCY SCORE (Formerly Commercial Credit Score)

Company's Risk Level

LOW-MODERATE

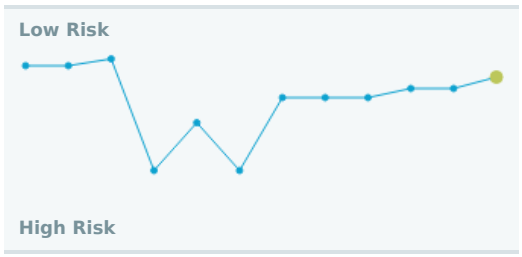
Probability of delinquency over the next 12 months

3.41 %

73

High Risk (1) Low Risk (100)

Past 12 Months



VIABILITY RATING SUMMARY ⓘ

Viability Score

2

High Risk (9) Low Risk (1)

Data Depth Indicator

B

Descriptive (G) Predictive (A)

Portfolio Comparison

1

High Risk (9) Low Risk (1)

Financial Data	Unavailable
Trade Payments	
Company Size	
Years in Business	-

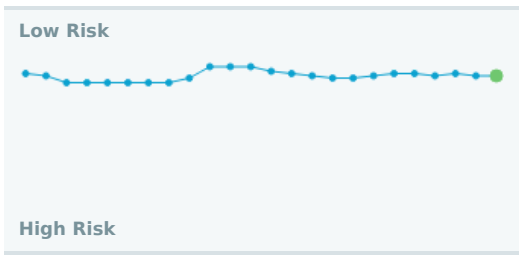
D&B PAYDEX® ⓘ

74

High Risk (1) Low Risk (100)

9 days beyond terms

Past 24 Months



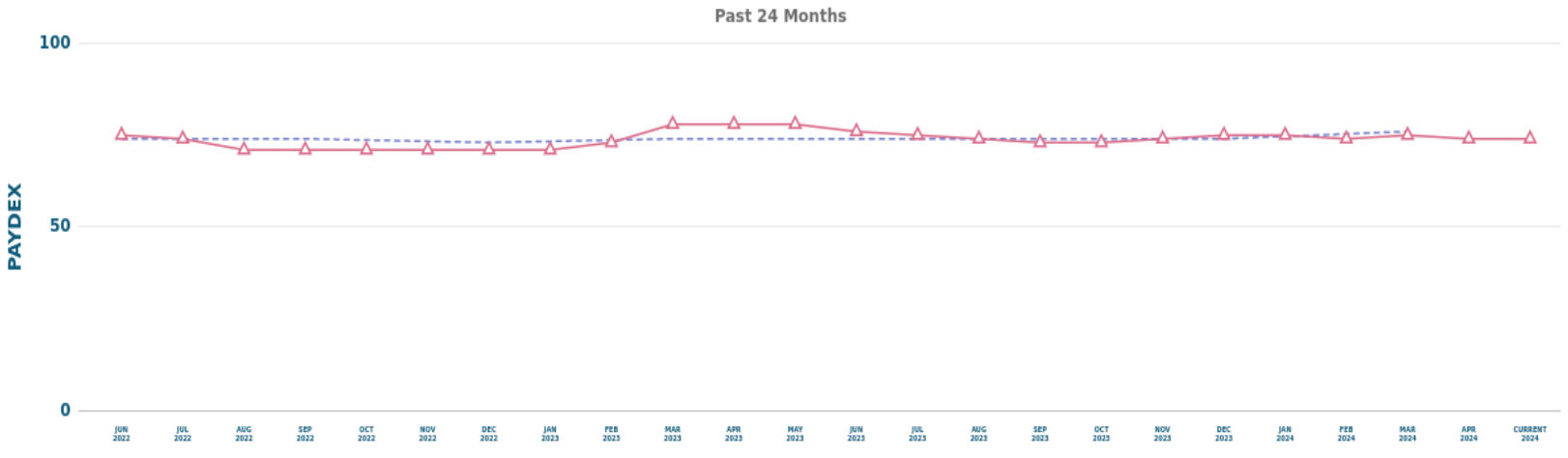
D&B PAYDEX - 3 MONTHS ⓘ

75

High Risk (1) Low Risk (100)

8 days beyond terms

PAYDEX® TREND CHART ⓘ



△ This Company ⬚ Industry Benchmark

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 05/13/2024

Risk Indicator

3 : Moderate Risk

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	0	-
Suits	0	-
UCC	8	05/06/2015

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms

2 Days

3 Months

From Mar-24 to May-24

2

High Risk (120+) Low Risk (0)

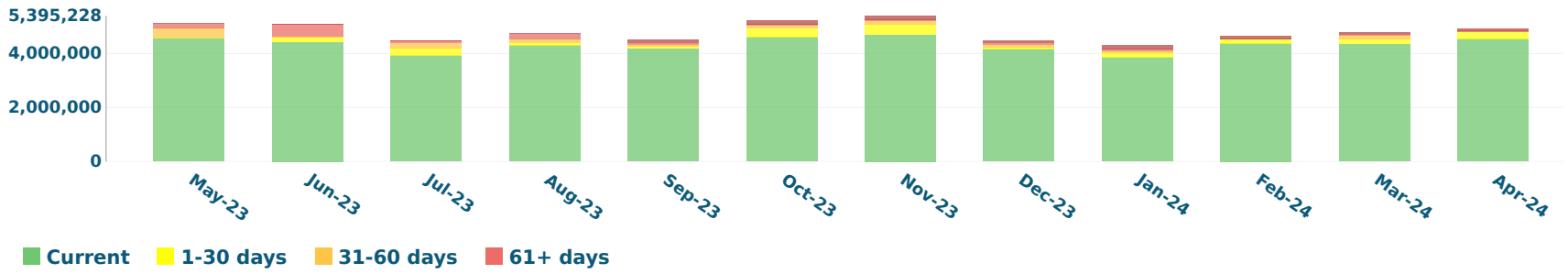
Dollar-weighted average of **18** payment experiences reported from **15** companies.

Recent Derogatory Events

Status	Mar-24	Apr-24	May-24
Placed for Collection	_	1,263 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:

200,000

Highest Now Owing	Total Trade Experiences	Largest High Credit
3,000,000	65	3,000,000

FINANCIAL OVERVIEW - PROFIT AND LOSS

No Data Available

OWNERSHIP

Subsidiaries	Branches	Total Members
2	15	181

This company is a Headquarters, Parent, 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, EXPANSION

Fulton Market Design District Preparing for Flagship Design Days Events | MillerKnoll | 05/06/2024

GENERAL INDUSTRY, EXPANSION

Fulton Market Design District Preparing for Flagship Design Days Events | CHASE | 05/06/2024

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Sidoti Csr Weighs in on HNI Co.'s Q2 2025 Earnings (NYSE:HNI) | MarketBeat | 05/22/2024

EARNINGS RELEASE, GENERAL INDUSTRY, FINANCIAL NEWS

Sidoti Csr Weighs in on HNI Co.'s Q2 2025 Earnings (NYSE:HNI) | ETF Daily News | 05/22/2024

GENERAL INDUSTRY

Charles Schwab Investment Management Inc. Cuts Stake in HNI Co. (NYSE:HNI) | Defense World - Companies | 05/22/2024

EXPANSION

HNI Corporation to close Hickory plant in North Carolina | Lesprom Network EN - News | 05/21/2024

GENERAL INDUSTRY, EXPANSION

Hickory manufacturing plant set for 2025 closing affecting 200 employees | Winston Salem Journal | 05/21/2024

EXPANSION

HNI closing Hickory factory as part of plant consolidation | Woodworking Network.com - Wood: Panel Talk | 05/21/2024

EXPANSION

Plant In Hickory To Close, About 200 Workers To Be Affected | WHKY - Home | 05/21/2024

EXPANSION

Hickory plant closure to impact nearly 200 jobs | Yahoo! Finance | 05/21/2024

NOTES

Add Note

No notes is available for this D-U-N-S Number.

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 :2 Days

2

High Risk (150) — Low Risk (0)

Dollar-weighted average of**18**
payment experiences reported from**15**companies.

12 monthsof Jun-23 to May-24

Days Beyond Terms :3 Days

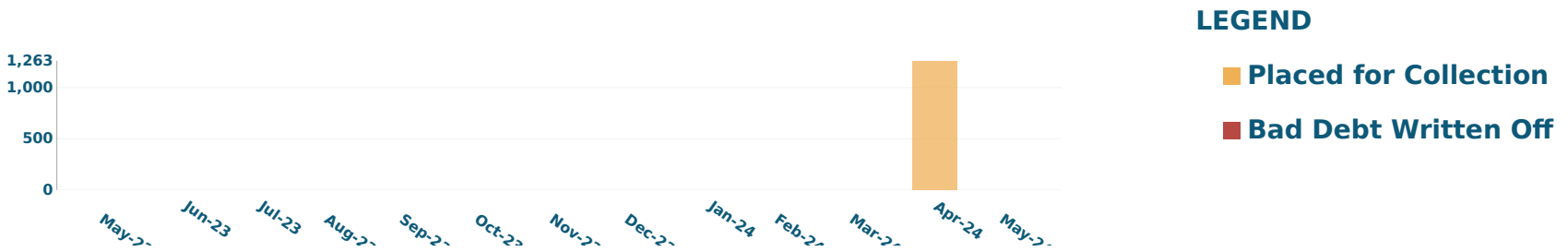
3

High Risk (150) — Low Risk (0)

Dollar-weighted average of**41**
payment experiences reported from**28**companies.

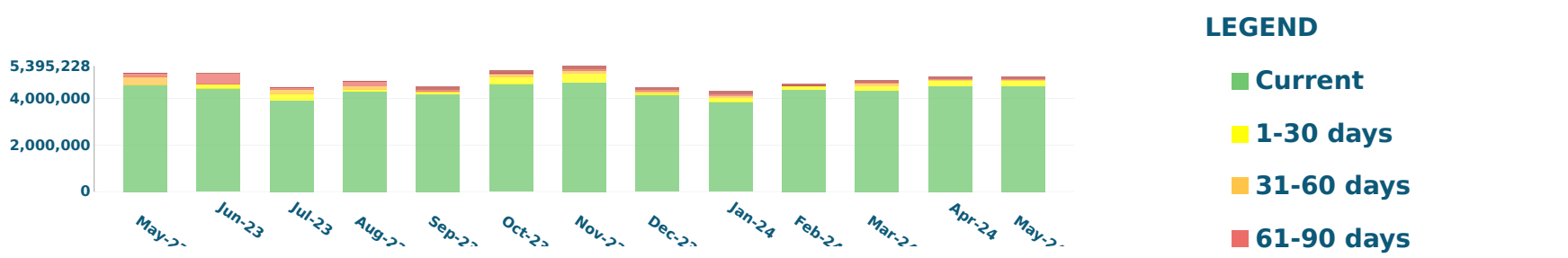
DEROGATORY EVENTS LAST 13 MONTHS FROM MAY-23 TO MAY-24

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	–	–	–	–	–	–	–	–	–	–	–	1,263 on 2 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	5,103,557	5,078,251	4,487,634	4,732,282	4,496,927	5,227,905	5,395,228	4,475,177	4,321,193	4,644,404	4,787,593	4,936,521	4,936,521
Current	4,572,610	4,421,926	3,916,096	4,297,388	4,173,359	4,616,794	4,689,281	4,153,309	3,849,463	4,381,471	4,343,055	4,535,575	4,535,575
1-30 Days Past Due	6,890	195,272	282,456	83,154	101,153	311,023	380,283	82,726	179,831	136,389	191,377	247,905	247,905
31-60 Days Past Due	362,289	2,602	200,291	145,801	51,107	101,011	135,108	82,115	66,598	18,795	135,304	25,075	25,075
61-90 Days Past Due	159,641	448,813	86,836	202,669	53,378	52,295	46,997	61,080	73,609	1,897	20,650	37,736	37,736
91+ Days Past Due	2,127	9,638	1,955	3,270	117,930	146,782	143,559	95,947	151,692	105,852	97,207	90,230	90,230

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: **LIKELIHOOD-OF-CONTINUED-OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

175,000 (USD)

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

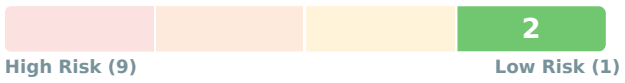
D&B VIABILITY RATING SUMMARY

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:

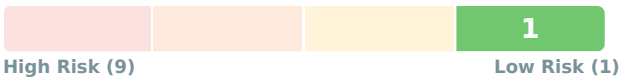
- Level of Risk:**Low Risk**
- Businesses ranked **2** have a probability of becoming no longer viable: **2** %
- Percentage of businesses ranked **2: 4** %
- Across all US businesses, the average probability of becoming no longer viable:**14** %



Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Established Trade Payments**
- Level of Risk:**Low Risk**
- Businesses ranked **1** within this model segment have a probability of becoming no longer viable: **2** %
- Percentage of businesses ranked **1** with this model segment: **11** %
- Within this model segment, the average probability of becoming no longer viable:**5** %



Data Depth Indicator

Data Depth Indicator:

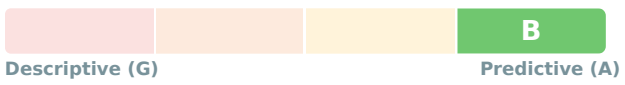
- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

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

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

Request Financial Statements

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



Company Profile:

Company Profile Details:

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

Z

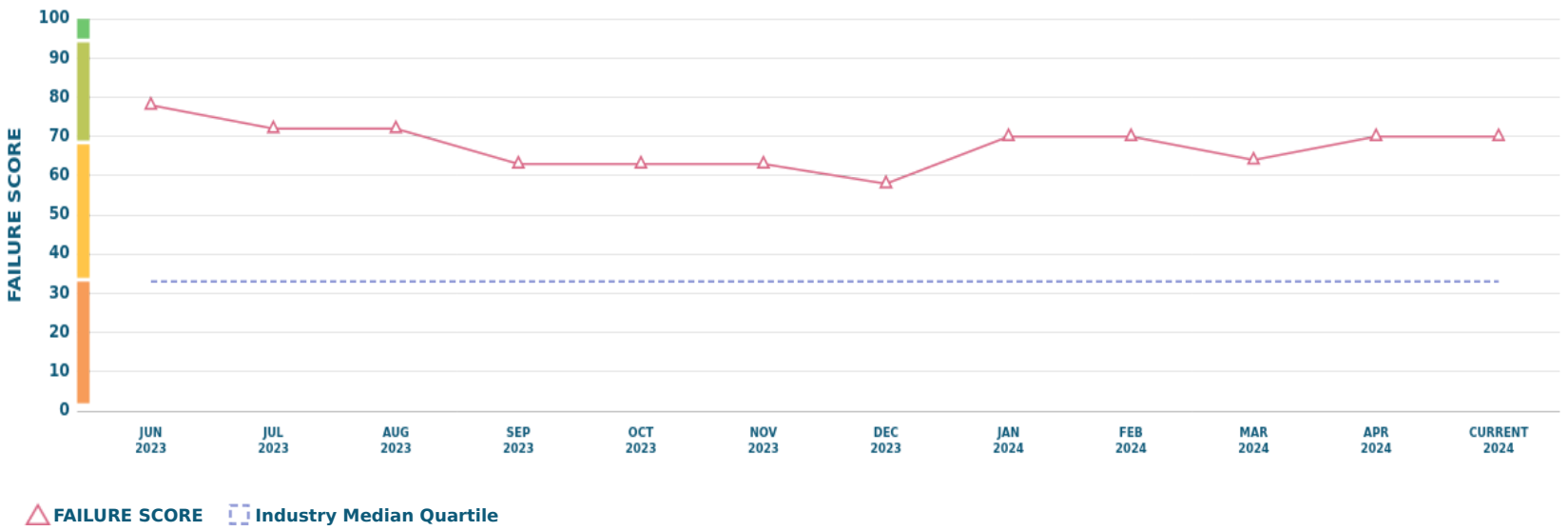
Subsidiary

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

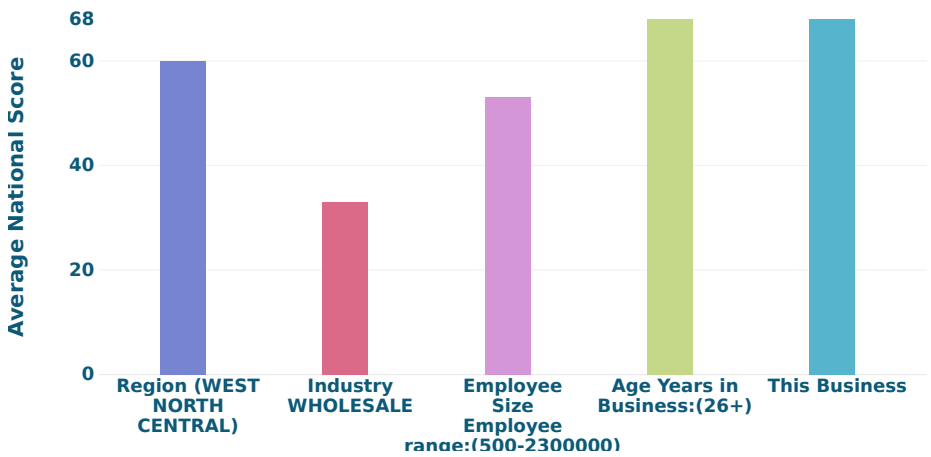
- Low proportion of satisfactory payment experiences to total payment experiences
- UCC Filings reported
- High proportion of slow payment experiences to total number of payment experiences
- High proportion of past due balances to total amount owing

Level of Risk	Raw Score	Probability of Failure	Average Probability of Failure for Businesses in D&B Database	Class
Moderate	1509	0.14 %	0.48	3

Business and Industry Trends



BUSINESS AND INDUSTRY COMPARISON



Norms	National %
This Business	68
Region:(WEST NORTH CENTRAL)	60
Industry:WHOLESALE	33
Employee range:(500-2300000)	53
Years in Business:(26+)	68

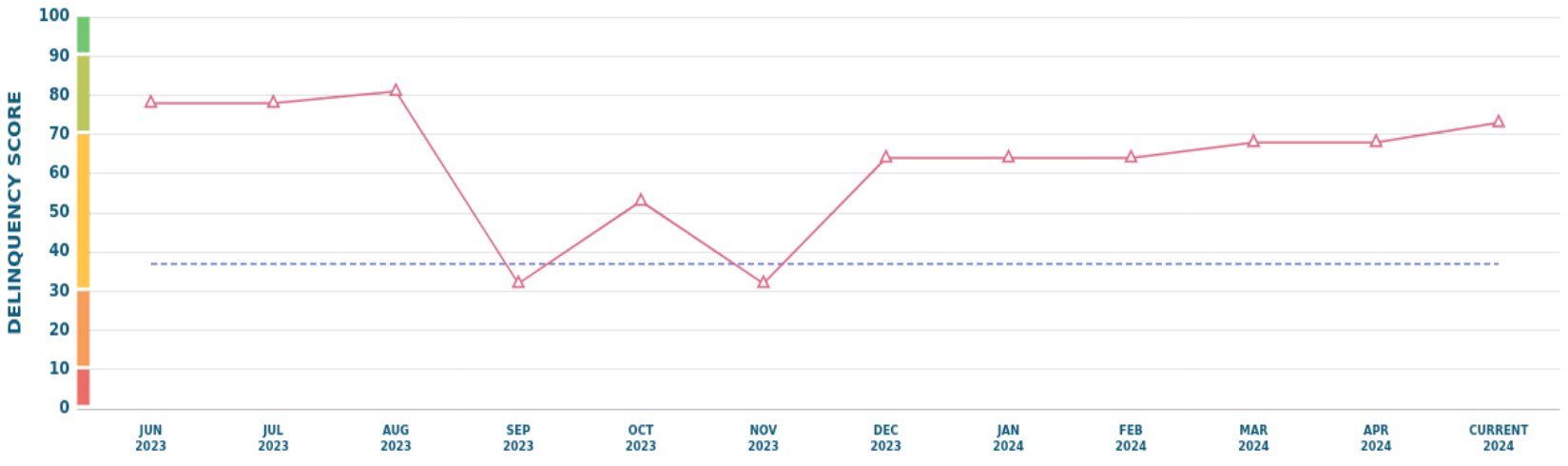
DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE



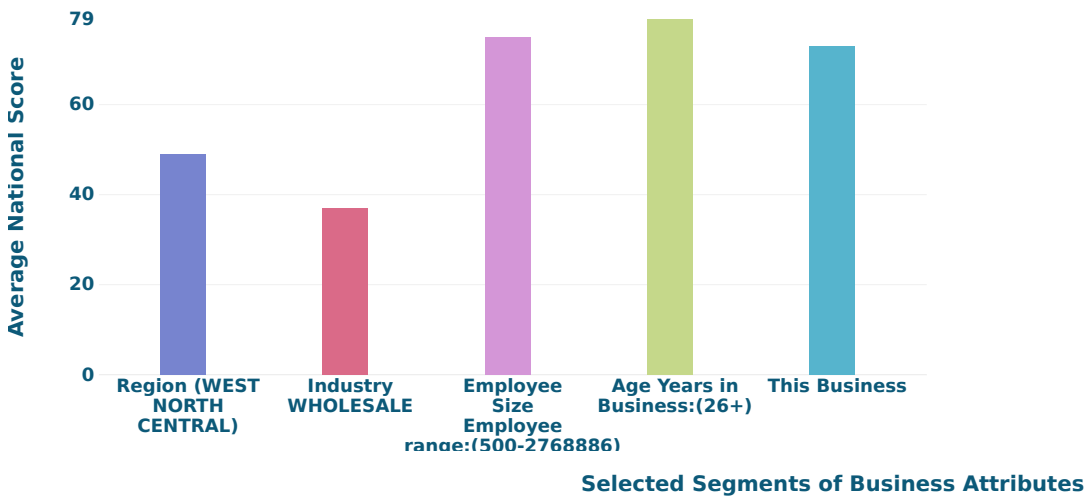
- Proportion of past due balances to total amount owing
- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry

Level of Risk	Raw Score	Probability of Delinquency	Compared to Businesses in D&B Database	Class
Low-Moderate	533	3.41 %	10.2 %	2

Business and Industry Trends



BUSINESS AND INDUSTRY COMPARISON



Norms	National %
This Business	73
Region:(WEST NORTH CENTRAL)	49
Industry:WHOLESALE	37
Employee range:(500-2768886)	75
Years in Business:(26+)	79

D&B PAYDEX

74

High Risk (1) — Low Risk (100)

When weighted by amount, Payments to suppliers average 9 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: 76
Equals 6 Days Beyond Terms

D&B 3 MONTH PAYDEX

75

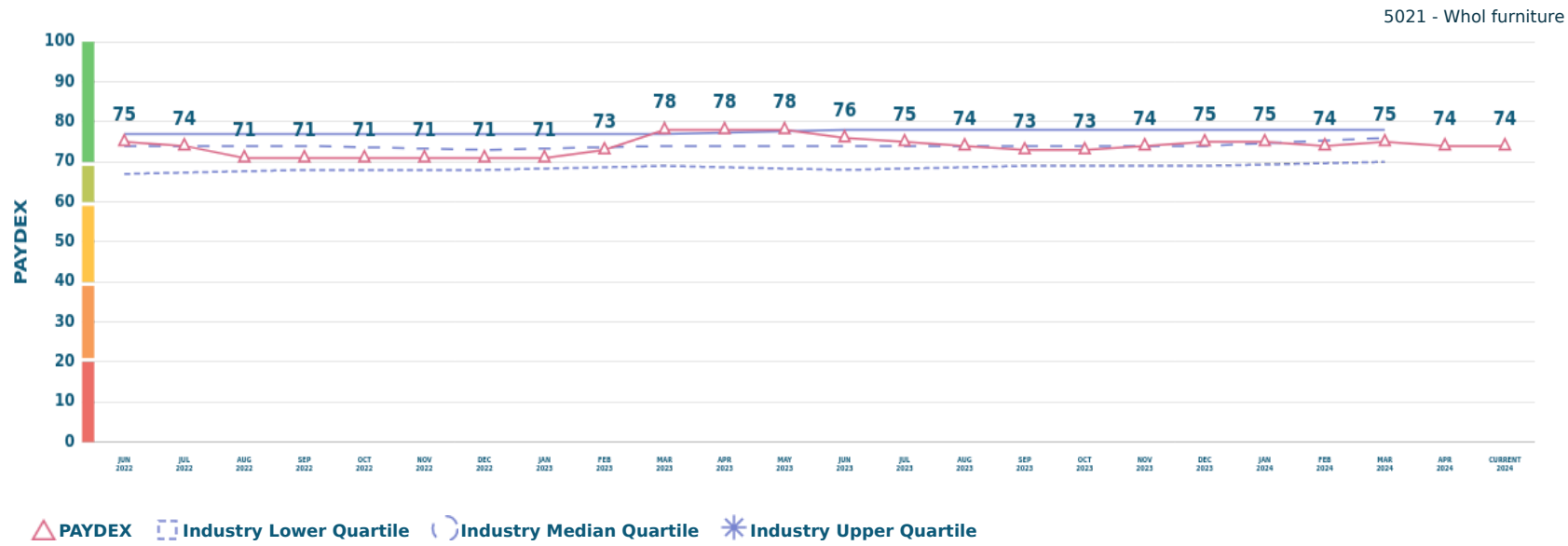
High Risk (1) — Low Risk (100)

Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 8 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: 74
Equals 9 Days Beyond Terms

Business and Industry Trends



D&B RATING

Current Rating as of 05/13/2024

Employee Size
1R : 10 employees and over

Risk Indicator
3 : Moderate Risk

Previous Rating

History since 12/27/2000

Date Applied	D&B Rating
03/09/2020	1R2
03/12/2018	1R3
08/10/2015	1R2

Employee Size

1R : 10 employees and over

Risk Indicator

2 : Low Risk

05/11/2009	1R3
11/22/2005	1R2

Trade Payments

Currency: All figures shown in USD unless otherwise stated

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
9
Days Beyond Terms

Highest Now Owing :
3,000,000 (USD)

% of Trade Within Terms
67%

Total Trade Experiences:
65
Largest High Credit :
3,000,000 (USD)
Average High Credit :
198,098 (USD)

Highest Past Due
200,000 (USD)

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

Total Placed in Collections:
2
Largest High Credit:
0 (USD)

D&B PAYDEX

74

High Risk (1) Low Risk (100)

When weighted by amount, Payments to suppliers average 9 Days Beyond Terms

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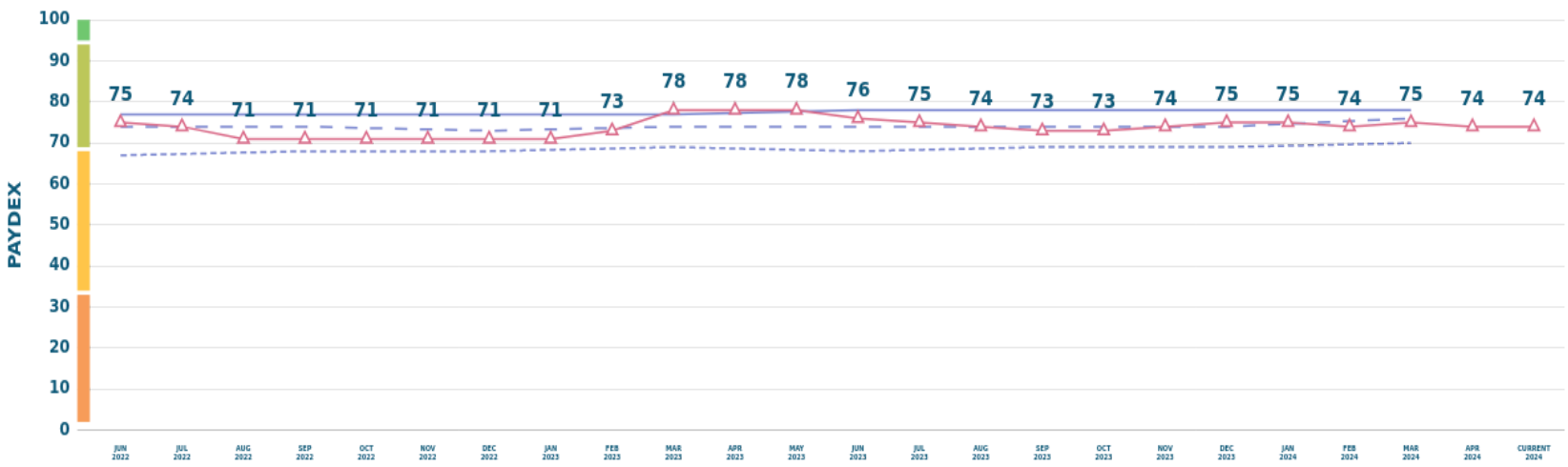
Equals 9 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

5021 - Whol 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	75	74	71	71	71	71	71	71	73	78	78	78	76	75	74	73	73	74	75	75	74	75	74	74
Industry Quartile																								
Upper	77	-	-	77	-	-	77	-	-	77	-	-	78	-	-	78	-	-	78	-	-	78	-	-
Median	74	-	-	74	-	-	73	-	-	74	-	-	74	-	-	74	-	-	74	-	-	76	-	-
Lower	67	-	-	68	-	-	68	-	-	69	-	-	68	-	-	69	-	-	69	-	-	70	-	-

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	8	6,900,000 (USD)	86
50,000 - 99,999	3	210,000 (USD)	67
15,000 - 49,999	7	175,000 (USD)	87
5,000 - 14,999	6	35,000 (USD)	64
1,000 - 4,999	4	7,000 (USD)	86
Less than 1,000	9	2,650 (USD)	98

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	4	2,000,000	33	34	0	17	16
2522 - Mfg nonwd office furn	2	100,000	0	52	0	0	48
2541 - Mfg wood fixtures	1	2,000,000	100	0	0	0	0
2599 - Mfg furn/fixtures	1	200,000	0	50	0	50	0
26 - Paper and Allied Products	3	3,000,000	98	2	0	0	0
2679 - Mfg converted paper	3	3,000,000	98	2	0	0	0
28 - Chemicals and Allied Products	2	45,000	100	0	0	0	0
2821 - Mfg plastics/resins	1	45,000	100	0	0	0	0
2813 - Mfg industrial gases	1	2,500	100	0	0	0	0
32 - Stone, Clay, Glass, and Concrete Products	1	15,000	100	0	0	0	0
3231 - Mfg glass products	1	15,000	100	0	0	0	0
35 - Industrial and Commercial Machinery and Computer Equipment	2	500,000	75	0	25	0	0
3585 - Mfg refrig/heat equip	1	500,000	50	0	50	0	0
3563 - Mfg air/gas compress	1	1,000	100	0	0	0	0
36 - Electronic and other electrical equipment and components except computer equipment	1	15,000	100	0	0	0	0
3643 - Mfg electric wire dev	1	15,000	100	0	0	0	0

42 - Motor Freight Transportation and Warehousing	2	15,000	1	0	0	0	99
4213 - Trucking non-local	2	15,000	1	0	0	0	99
49 - Electric, Gas and Sanitary Services	1	100	100	0	0	0	0
4911 - Electric services	1	100	100	0	0	0	0
50 - Wholesale Trade - Durable Goods	6	900,000	70	10	10	0	10
5051 - Whol metal	2	900,000	52	0	48	0	0
5072 - Whol hardware	1	100,000	100	0	0	0	0
5063 - Whol electrical equip	1	5,000	100	0	0	0	0
5065 - Whol electronic parts	1	5,000	0	50	0	0	50
5085 - Whol industrial suppl	1	250	100	0	0	0	0
51 - Wholesale Trade - Nondurable Goods	6	100,000	96	4	0	0	0
5162 - Whol plastic material	2	100,000	100	0	0	0	0
5172 - Whol petroleum prdts	2	30,000	83	17	0	0	0
5131 - Whol piece goods	1	50,000	100	0	0	0	0
5169 - Whol chemicals	1	100	100	0	0	0	0
59 - Miscellaneous Retail	1	1,000	0	0	0	0	100
5999 - Ret misc merchandise	1	1,000	0	0	0	0	100
61 - Nondepository Credit Institutions	2	10,000	100	0	0	0	0
6153 - Short-trm busn credit	1	10,000	100	0	0	0	0
6159 - Misc business credit	1	500	100	0	0	0	0
73 - Business Services	3	5,000	100	0	0	0	0
7374 - Data processing svcs	3	5,000	100	0	0	0	0
87 - Engineering Accounting Research Management and Related Services	1	5,000	50	50	0	0	0
8734 - Testing laboratory	1	5,000	50	50	0	0	0

99 - Nonclassifiable Establishments	2	500	92	0	8	0	0
9999 - Nonclassified	2	500	92	0	8	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	-	3,000,000	3,000,000	30,000	1
04/24	Pays Promptly	N30	2,000,000	1,000,000	200,000	1
04/24	Pays Promptly	N90	100,000	100	0	1
04/24	Pays Promptly	-	100,000	100,000	0	1
04/24	Pays Promptly	-	90,000	65,000	0	1
04/24	Pays Promptly	N60	50,000	25,000	0	1
04/24	Pays Promptly	-	45,000	10,000	0	1
04/24	Pays Promptly	1/2 10 N30	40,000	25,000	0	1
04/24	Pays Promptly	-	30,000	15,000	0	1
04/24	Pays Promptly	-	15,000	5,000	0	1
04/24	Pays Promptly	-	15,000	10,000	0	1
04/24	Pays Promptly	-	10,000	0	0	Between 6 and 12 Months
04/24	Pays Promptly	-	5,000	0	0	Between 4 and 5 Months
04/24	Pays Promptly	N90	2,500	2,500	0	1
04/24	Pays Promptly	-	750	0	0	Between 2 and 3 Months
04/24	Pays Promptly	-	500	0	0	Between 4 and 5 Months
04/24	Pays Promptly	-	500	0	0	Between 6 and 12 Months
04/24	Pays Promptly	N30	250	0	0	1
04/24	Pays Promptly	-	250	0	0	1
04/24	Pays Promptly	-	100	0	0	Between 6 and 12 Months
04/24	Pays Prompt to Slow 30+	-	15,000	5,000	250	1
04/24	Pays Prompt to Slow 30+	-	5,000	5,000	2,500	1
04/24	Pays Prompt to Slow 60+	-	900,000	500,000	1,000	1
04/24	Pays Slow 5+	-	70,000	35,000	5,000	1
04/24	Pays Slow 30+	-	5,000	5,000	5,000	1
04/24	Pays Slow 30-90+	-	200,000	55,000	55,000	Between 2 and 3 Months
04/24	Pays Slow 30-90+	1 15 N30	100,000	100,000	100,000	1
04/24	Pays Slow 120+	-	1,000	1,000	1,000	-
04/24	Pays Slow 180+	-	15,000	0	0	Between 6 and 12 Months
04/24	Placed for collection	-	0	250	250	-
04/24	Placed for collection	-	0	1,000	1,000	-
04/24	-	Cash account	2,500	0	0	1
04/24	-	Cash account	0	0	0	Between 6 and 12 Months
04/24	-	Cash account	0	0	0	Between 4 and 5 Months
04/24	-	Cash account	0	0	0	Between 6 and 12 Months
04/24	-	Cash account	0	0	0	Between 2 and 3 Months

Date of Experience	Payment Status	Selling Terms	High Credit (US$)	Now Owes (US$)	Past Due (US$)	Months Since Last Sale
03/24	-	-	1,000	1,000	0	1
03/24	-	Cash account	50	0	0	1
01/24	Pays Prompt to Slow 60+	-	500,000	0	0	Between 2 and 3 Months
12/23	Pays Promptly	-	2,500	1,000	0	1
12/23	Pays Promptly	-	100	100	0	1
12/23	-	Cash account	50	0	0	1
11/23	-	Cash account	100	0	0	Between 6 and 12 Months
08/23	-	Cash account	100	0	0	Between 6 and 12 Months
08/23	-	Cash account	50	0	0	Between 6 and 12 Months
07/23	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
05/23	-	Cash account	100	0	0	1
05/23	-	Cash account	50	0	0	1
04/23	-	-	50	0	0	1
03/23	Pays Promptly	N30	100	0	0	Between 6 and 12 Months
02/23	-	Cash account	50	0	0	1
01/23	Pays Slow 30-90+	-	5,000	0	0	Between 6 and 12 Months
11/22	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
10/22	-	Cash account	50	0	0	1
09/22	Pays Prompt to Slow 60+	-	100	0	0	Between 6 and 12 Months
06/22	-	Cash account	50	0	0	Between 2 and 3 Months
06/22	-	Cash account	50	0	0	1
05/22	-	-	1,000	1,000	0	-
04/22	-	Cash account	1,000	0	0	Between 6 and 12 Months
04/22	-	Cash account	500	0	0	1
04/22	-	Cash account	100	0	0	1
04/22	-	Cash account	100	0	0	1
04/22	-	Cash account	100	0	0	Between 6 and 12 Months
04/22	-	Cash account	50	0	0	Between 6 and 12 Months

OTHER PAYMENT CATEGORIES

Other Payment Categories	Experience	Total Amount
Cash experiences	22	5,050 (USD)
Payment record unknown	4	2,300 (USD)
Unfavorable comments	0	0 (USD)
Placed for collections	2	0 (USD)
Total in D&B's file	65	7,337,000 (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, Parent, Subsidiary**.

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

SUBSIDIARIES

LOCATION: All

Company Name	City, State, Country	D-U-N-S® NUMBER
Iaw LLC	Atlanta, GA, United States Of America	12-492-4163
Amovo Workplace Enviroments Inc	Markham, ON, Canada	24-421-2911

BRANCHES

LOCATION: All

Company Name	City, State, Country	D-U-N-S® NUMBER
Allsteel Inc	New York, NY, United States Of America	01-052-4614
Allsteel Inc	Toronto, ON, Canada	20-219-5090
Allsteel	Toronto, ON, Canada	24-989-7427
ALLSTEEL INC.	Los Angeles, CA, United States Of America	01-052-4598
ALLSTEEL INC.	Manassas, VA, United States Of America	01-414-8784
ALLSTEEL INC.	San Francisco, CA, United States Of America	04-345-7964
ALLSTEEL INC.	Saint Paul, MN, United States Of America	04-626-1149
ALLSTEEL INC.	Los Angeles, CA, United States Of America	06-698-0180
ALLSTEEL INC.	Boston, MA, United States Of America	07-042-8590
ALLSTEEL INC.	Houston, TX, United States Of America	08-628-3040
ALLSTEEL INC.	Washington, DC, United States Of America	13-643-7881
ALLSTEEL INC.	Muscatine, IA, United States Of America	36-109-7855
ALLSTEEL INC.	Dallas, TX, United States Of America	62-142-9039
ALLSTEEL INC.	Atlanta, GA, United States Of America	79-629-5140
ALLSTEEL INC	Muscatine, IA, United States Of America	60-131-0217

AFFILIATES

LOCATION: All

Company Name	City, State, Country	D-U-N-S® NUMBER
The Hon Company LLC	Muscatine, IA, United States Of America	14-781-4735
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

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: -	**0** Latest Filing: -	**0** Latest Filing: -	**8** Latest Filing: 05/06/2015

EVENTS

UCC Filing - Original

Filing Date	05/06/2015
Filing Number	020295589
Received Date	05/22/2015
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	ALLSTEEL INC., MUSCATINE, IA
Debtors	and OTHERS
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	11/30/2011
Filing Number	X11032671-2
Received Date	12/21/2011
Collateral	Business machinery/equipment
Secured Party	RK DIXON, DAVENPORT, IA
Debtors	ALLSTEEL
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA

UCC Filing - Continuation

Filing Date	09/23/2010
Filing Number	009066924

Received Date	09/26/2010
Original Filing Date	12/07/2005
Original Filing Number	010440173
Secured Party	NMHG FINANCIAL SERVICES, INC., DANBURY, CT
Debtors	ALLSTEEL INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	06/10/2010
Filing Number	015345381
Received Date	06/18/2010
Collateral	Leased Communications equipment including proceeds and products - Leased Computer equipment including proceeds and products - Leased Business machinery/equipment including proceeds and products
Secured Party	R K DIXON COMPANY, CEDAR RAPIDS, IA
Debtors	ALLSTEEL INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Continuation

Filing Date	08/12/2009
Filing Number	008998798
Received Date	08/16/2009
Original Filing Date	12/28/2004
Original Filing Number	009396616
Secured Party	NMHG FINANCIAL SERVICES, INC., DANBURY, CT
Debtors	ALLSTEEL INC.
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	09/18/2007
Filing Number	012503067
Received Date	10/03/2007
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ
Debtors	ALLSTEEL INC, MUSCATINE, IA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	04/02/2007
Filing Number	011957161

Received Date	04/19/2007
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ
Debtors	ALLSTEEL INC, MUSCATINE, IA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

UCC Filing - Original

Filing Date	01/19/2007
Filing Number	011735053
Received Date	02/06/2007
Collateral	Accounts receivable and proceeds - General intangibles(s) and proceeds - Leased Equipment and proceeds
Secured Party	CANON FINANCIAL SERVICES, MT LAUREL, NJ
Debtors	ALLSTEEL INC, MUSCATINE, IA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SPRINGFIELD, IL

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.

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

COMPANY OVERVIEW

Currency: All figures shown in USD unless otherwise stated

D-U-N-S
12-031-6711

Legal Form
Unknown

History Record
Clear

Business Commenced On
1912

Ownership
Not publicly traded

Mailing Address
UNITED STATES

Telephone
+1 563 272 4800

Website
www.cms.allsteeloffice.com/contact-us

Present Control Succeeded
1912

SIC
5021

NAICS
423210

Employees
1,600 (140 here)

Age (Year Started)
112 Years (1912)

Named Principal
Jeff Lorenger, PRES

Line of Business
Whol furniture



BUSINESS REGISTRATION

No business registration attached to this DUNS

PRINCIPALS

Officers

JEFF LORENGER, PRES
STAN A ASKREN, DIR

Directors

DIRECTOR(S): THE OFFICER(S)

COMPANY EVENTS

The following information was reported on: 05/13/2024

The Illinois Secretary of States business registrations file showed that Allsteel Inc. was registered as a Corporation on January 2, 2000, under the file registration number 235876.

Business started 1912 by Charles H Lembke and John Knell. 100% of capital stock is owned by parent.

JEFF LORENGER. He joined HNI Corporation in 1998 and has since held multiple executive level positions, including Vice President, Sales and Marketing for The HON Company, Vice President, General Counsel and Secretary for HNI Corporation, and Vice President. .

STAN A ASKREN. Antecedents not available.

SISTER SUBSIDIARIES: The following are also subsidiaries of the company's parent, HNI Corporation:

(1) The HON Company, Muscatine, IA, DUNS #-781-4735. Operates as a manufacturer of office furniture and wooden chairs.

(2) Maxon Furniture Inc, an Iowa Corporation.

(3) The Gunlocke Company LLC, an Iowa Corporation.

(4) Holga Inc, an Iowa Corporation.

(5) Paoli Inc, an Iowa Corporation.

(6) Omni Workspace Company, Minneapolis, MN, DUNS #-438-7408.

Business address has changed from 2210 Second Ave, Muscatine, IA, 52761 to 200 Oak St, Muscatine, IA, 52761.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 05/13/2024

Business Information

Trade Names	(SUBSIDIARY OF HNI CORPORATION, MUSCATINE, IA); HNI ONE - GLOBAL ACCOUNTS; HNI ONE; ONE FROM HNI
Description	Subsidiary of HNI Corporation, Muscatine, IA which operates as a manufacturer of furniture. Parent company owns 100% of capital stock. Parent company has numerous other subsidiary(ies). As noted, this company is a subsidiary of HNI Corporation, Muscatine, IA, DUNS number 00-526-9709, and reference is made to that report for background information on the parent company and its management. Wholesales furniture, specializing in office furniture. Terms are Net 30 days. Sells to commercial concerns. Territory : International.
Employees	1,600 which includes officer(s). 140 employed here.
Financing Status	Secured
Facilities	Occupies premises in building.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
5021	Whol furniture	-
50210106	Office furniture, nec	-

NAICS Codes	NAICS Description
423210	Furniture Merchant Wholesalers

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

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 11:04 AM	Credit Report Pulled	Jesse Albrecht	The credit report was pulled
05/22/2024 10:59 AM	Credit Report Pulled	Jesse Albrecht	The credit report was pulled
08/17/2023 09:32 PM	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
36-0717079	ALLSTEEL INC	P O BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF TREASURY	12/01/2000
36-0717079	ALLSTEEL INC	PO BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF LABOR	12/31/2003
36-0717079	ALLSTEEL INC	414 E THIRD ST, MUSCATINE, IA, 52761	GEORGIA BUSINESS REGISTRATIONS	10/18/2000
36-0717079	ALLSTEEL INC.	PO BOX 1109, MUSCATINE, IA, 52761	TEXAS BUSINESS REGISTRATIONS	05/01/2015
36-0717079	ALLSTEEL INC	PO BOX 1109, MUSCATINE, IA, 52761	DEPARTMENT OF TREASURY	12/01/2000

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
14-781-4735	HON COMPANY LLC	No	Yes	No	Yes	No
00-636-4764	PAOLI LLC	No	Yes	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
07/26/2018	2018-04	W9124P18F0048/	42,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE
07/26/2018	2017-12	W912EK18F0019/	77,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE
10/31/2019	2019-04	W912DY19F0166/	426,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE

Reported Date	Contract Awarded	Contract ID	Contract Amount	Contract Name	Federal Supplier Code	Action Type	Contract Office & Agency
10/31/2019	2019-02	W912DY19F0089/	889,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	DEPT OF DEFENSE
10/31/2019	2019-03	W912DY19F0089/P0000	3,000 (USD)	OFFICE FURNITURE	7110	ORDER UNDER SINGLE AWARD INDEF DEL CONTR	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

No government activity has been found in this section.

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.

Last Login : 05/20/2024 11:16:25 AM
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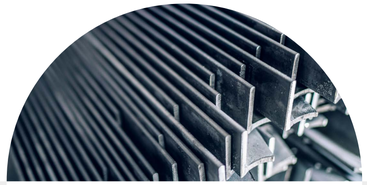
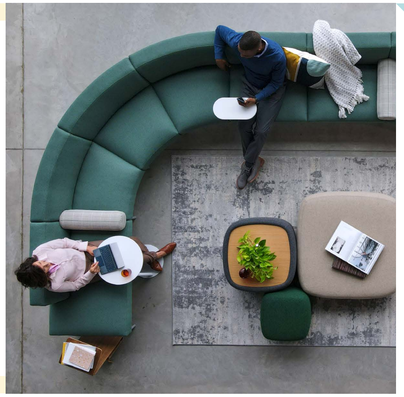
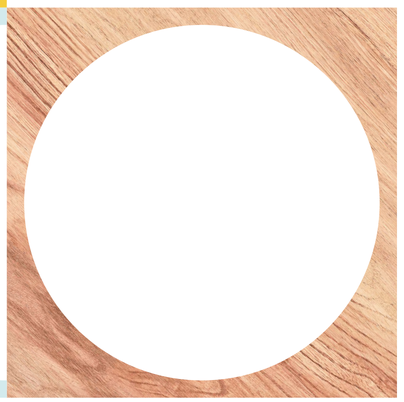






Sustaining Environments





HNI

2022 Corporate Social Responsibility Report



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21 **Reducing Impacts**

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Appendix

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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.