

**HON.**<sup>®</sup>

**Make your space work.**

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**Equalis  
Region 10 ESC**

Furniture and Storage Proposal

July 9, 2020



**Make your space work.**

July 06, 2020

Ms. Sue Hayes  
Chief Financial Officer  
Region 10 ESC  
400 E Spring Valley Rd  
Richardson, TX 75081

RE: Request for Proposals for Furniture and Storage Related  
Products and Services - EQ-052920-01

Dear Ms. Hayes:

On behalf of The HON Company, I want to thank you for the opportunity to respond to the Request for Proposal for Furniture and Storage Related Products and Services RFP #EQ-052920-01. We are excited to offer products which we believe are of superior quality and will provide a lasting value to both Equalis/Region 10 ESC and the public agencies who utilize your contracts.

We strive to provide organizations with the power to choose from our full product portfolio in order to allow a one-stop shop for furniture with leveraged discounting, coordinated design and consistent execution. We are constantly introducing new products to address the changing workplace needs at an affordable price.

A factor as important as product design is service execution. HON and our network of authorized dealers will work in tandem to provide superior customer service. Together, we will satisfy the mandatory performance and service requirements included within the request for proposal. As part of our proposal response, we have indicated on Attachment A the desire to negotiate directly with Equalis Group on terms and conditions. As part of these negotiations, HON wishes to discuss alternate value-add opportunities which will provide meaningful value to both Equalis/Region 10 ESC and your members. As your team prepares for these discussions, please contact Christy Lung at 563-299-6446 or [lungc@honcompany.com](mailto:lungc@honcompany.com) to schedule a meeting.

We are excited to bring our experience with many nationwide clients, full product portfolio and our focus on quality and execution as your partner for furniture. We look forward to building our new partnership together.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dave Bizak'.

Dave Bizak  
VP, Finance

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# Appendix A: Questionnaire

# Appendix A: QUESTIONNAIRE

## COMPANY PROFILE

1. What is your company's official registered name?

The HON Company LLC

2. What is your company's Dun & Bradstreet (D&B) number?

14-781-4735

3. What is/are your corporate office location(s)?

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

HON Corporate Address:

The HON Company LLC

200 Oak Street, Muscatine, IA 52761

The HON Company knows furniture requires careful planning and consideration to find the right fit and function, whether selecting an ergonomic chair or outfitting a new department. To help with this, HON maintains several market-based showrooms. These resource centers showcase HON product in real-life applications and offer great visual representations of the HON brand. In these dynamic spaces, customers and dealers can view the best ways to create a space that is inspired and practical. HON resource centers showcase HON's newest offering and act as a complement to our dealer showrooms. HON has resource centers located in the following markets for use by customers:

Muscatine, IA

Chicago, IL

New York, NY

Washington, DC

4. Please provide a brief history of your company, including the year it was established.

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

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

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

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

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

5. Who is your competition in the marketplace?

The HON Company's product portfolio spans a wide array of furniture applications in the market, from classroom furniture to office environments to archival storage. Our competitors include major office furniture manufacturers such as Global, AIS, Steelcase, etc. as well as niche manufacturers that do not offer a full breadth offering, including SitOnIt and National. This product breadth provides our customers a single point of access to the most robust selection of chairs, desks, storage, tables, workstations, and education furniture backed by an unprecedented nationwide distribution network. We pride ourselves on being able to set ourselves apart from our competition by providing our customers the best possible experience when they work with us. The HON Company manufactures and sells mid-market commercial grade office furniture in the commercial supplies and commercial contract segments.

6. What are your overall annual sales for last three (3) years?

The HON Company is a wholly owned subsidiary of HNI Corporation; it is our policy to not disclose financial information by brand. HNI Corporation is publicly traded on the New York Stock Exchange under the symbol HNI (NYSE: HNI). HNI Corporation had the following revenues for the past 3 years:

2017	\$2,175,882,000
2018	\$2,257,895,000
2019	\$2,246,947,000

HNI Corporation has a financial rating of 5A1 with Dun & Bradstreet – the best available rating. HNI is among Fortune magazine's 1000 largest publicly held US companies and America's Most Admired Companies in the furniture industry. We have also been recognized for five consecutive years by Industry Week as one of the 50 best manufacturing companies.

7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

In fiscal 2019, the Corporation had net sales of \$2.2 billion, of which \$1.7 billion or 76% was attributable to office furniture products. HNI federal government sales represent approximately 4-5% of total HNI Office Furniture Segment. HNI State and Local sales represent approximately 15% of total HNI Office Furniture Segment.

8. What is your strategy to increase market share in the public sector?

HON is the most recognizable name in office furniture, for all the right reasons. We are invested in our partners' success and develop products to meet real-world needs. We strive to provide the brand our dealers are compelled to sell, and end customers aspire to buy.

Through our Voice of the Customer process, we listen to our customers and produce the workplace solutions that they need to be successful. Responding to customers this way is the difference between being a fast follower and addressing unmet needs in the market. With one of the industry's leading

product development cycles, we innovate quickly and build what our customers want at a price they can afford. Backed by our nationwide distribution network we can get products from concept to market at a rate that allows us to drive market share in both large and small office furniture opportunities. Providing product solutions that exceed customers' expectations with an industry leading network of dealers is a key component in our ability to continue to increase our market share.

Partnering with Equalis, The HON Company will work to build new relationships for the mutual benefit of Equalis/Region 10 ESC and HON. We intend to use both our nationwide network of Equalis/Region 10 ESC Dealers as well as our nationwide team of Sales Representatives to aggressively market the Equalis/Region 10 ESC contract. Our Sales team, dedicated Government Customer Support team and our Dealers will be readily available to Equalis/Region 10 ESC Members to assist in product selection and Member education on the benefits of HON products. We believe that multiple stakeholders within HON dealerships play an important role in promoting the HON brand with Equalis/Region 10 ESC. These dealer partners are a mix of owners, sales management, and dealer sales representatives. As such we understand the importance in making sure that the dealer margins we offer are viewed as attractive and profitable among various influencers.

When viewed holistically, the HON brand power, customer-focused product offering, compelling price points and attractive dealer programs give HON a lead position within our dealerships and the market.

9. What differentiates your company from competitors specifically in the public sector?  
HON is the most recognizable name in office furniture, for all the right reasons. We are invested in our partners' success and develop products to meet real-world needs. We strive to provide the brand our dealers are compelled to sell, and end customers aspire to buy.

#### **Trusted Relationships | Commitment to our Partners**

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

#### **Trusted Solutions | Inspired Practicality**

We build and distribute the broadest product line in office furniture. At the same time, we enjoy functional and effective. We think practicality is exciting when it is done well. We are inspired by what works and our products reflect a keen understanding of the workplace. Therefore, product innovations for The HON Company are strongly focused on responding to the needs of our customers. With this in mind, we created a program to ensure our products were responding directly to those needs. We call it Voice of the Customer. Voice of the Customer is an approach centered on turning to those who use our furniture for their everyday needs and listening to them. The process includes interviewing end customers and designers to understand how they are using our furniture, what their needs are and how we can better meet them. With this information, HON has been able to create products that truly have the end customer in mind.

#### **Trusted Performance | Proven Capabilities**

At HON, we understand that having great products is not enough. That is why we hold our service capabilities to such a high standard. We have a team in place to listen and understand our government end users' specifications and create the very best solution for them to be successful in their

procurement processes. This team is empowered to serve and understands the value of great customer service.

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

### **Trusted Culture | Innovation**

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

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

When viewed holistically, the HON brand power, customer-focused product offering, compelling price points and attractive dealer programs give HON a lead position within our dealerships and the market.

**10. Please provide your company's environmental policy and/or sustainability initiative.**

Today, sustainable practices in business have become an intrinsic part of overall performance. As these practices evolve, so does the definition of sustainability. We believe sustainability is achieved through an appropriate balance of environmental stewardship, financial stability, and community involvement.

It all started in 1947 when HON began making card files from pieces of scrap metal generated from its contract business. Today, we closely examine every step in the product life cycle to uncover ways to minimize our footprint. This starts with designing and manufacturing products that incorporate recycled content. But it does not stop there.

We take our responsibility to the Earth seriously and are committed to sustainable business practices. Our performance in meeting our environmental goals—related to energy efficiency, greenhouse gas (GHG) emissions, water intake, and waste to landfills demonstrates our commitment to reduce our environmental footprint.

We conduct our business in a way that sustains the well-being of society, our environment, and the economy in which we live and work. We follow ethical and legal business practices. Our company supports our volunteer efforts and provides charitable contributions so that we can actively participate in the civic, cultural, environmental, and governmental affairs of our society.



### *Lean Leads to Green*

Eliminating waste in every form, lean is doing more with less, minimizing waste in all its forms and ensuring maximum efficiency in everything we do. Lean provides HON customers with superior value with less complexity from a supplier who understands your needs.

### *Lean Design*

All HON products are designed to work the way you do. Materials are carefully chosen to reduce environmental impacts. The manufacturing methods we use allow our products to be disassembled for recycling when they reach the end of their useful life.

### *Lean Manufacturing*

HON manufacturing systems maximize the use of raw materials and ensure efficient use of natural resources to reduce our environmental footprint and yours. We choose materials carefully to ensure minimum indoor air emissions and maximize your ability to return materials to the resource stream once they have served their intended purpose.

### *Lean Facilities*

Rigorous conservation and efficiency programs minimize the use of natural resources and reduce greenhouse gas emissions. All our factories' manufacturing processes and transportation systems have programs in place to reduce energy consumption.

11. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?
- Yes, HON has diversity partners we do business with.
  - a. If the answer is yes, do you plan to offer your program or partnership through Equalis Group?
    - Yes, through our servicing dealers we will provide opportunities to partner through the Equalis Group.

*(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)*

The HON Company has numerous authorized dealers which are minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veteran's business enterprises, historically utilized business (HUB) and other diversity recognized businesses. After award, upon request, we will provide a list of our diversity dealers. Please see our diversity program structure in the "Additional Information" section of our proposal response.

- b. Will the products accessible through your diversity program or partnership be offered to Equalis Group members at the same pricing offered by your company?  
*(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*  
Yes, products accessible through our diversity program or partnership will be offered to Equalis Group members at the same pricing offered by HON.

12. Diversity Vendor Certification Participation - It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

**a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE

Yes

No

List certifying agency: \_\_\_\_\_

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

Respondent certifies that this firm is a SBE or DBE

Yes

No

List certifying agency: \_\_\_\_\_

**c. Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is an DVBE

Yes

No

List certifying agency: \_\_\_\_\_

**d. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is an HUB

Yes

No

List certifying agency: \_\_\_\_\_

**e. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is an HUBZone

Yes

No

List certifying agency: \_\_\_\_\_

**f. Other**

Respondent certifies that this firm is a recognized diversity certificate holder

Yes

No

List certifying agency: \_\_\_\_\_

## PRODUCTS/PRICING OFFERED:

13. Please summarize the products and services you are offering.

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

### *Office Chairs*

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

### *Collaborative Seating*

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

### *Classroom*

Our dedication to understanding 21st century learning environments established The HON Company as an industry leader in the education market. We have products to support both students' and educators' needs in the classroom. We evaluate trends around Student Centered Learning, Independent Learning, and online classes to determine what solutions are temporary and what is permanent to ensure we're adapting right alongside of our key school district customers. Our furniture can support both collaborative learning and formal learning while fitting the needs of evolving technology.

### *Desks*

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

### *Storage*

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

### *Tables*

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

### *Workstations*

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

### *Warranty*

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

### *Services*

HON's dealer network provides you what you need when you need it. From the moment a project is conceptualized, we have a dealer partner that is ready to walk our customer through the process. We start by evaluating and establishing the need for the customer. Our dealers walk through the site and provide insight to the customer. Next, our dealers provide space planning and insights for the intended project. Project management is available when needed as well as reconfiguration services. Once product has been ordered, our dealer partners provide status updates and estimated timelines based on HON's real time production capabilities. Once product ships from HON's facilities, our dealers track the shipment and schedule delivery times. In the off chance that storage is needed, our dealers can provide storage at set limits until the job site if available for installation. Installation of the product is handled by our skillful dealer installation teams. Product arrives at the job site, cleared of damages and ready to be installed. Installations are completed in a timely manner due to the efficient design of HON product. HON's installs are typically done in less time than most major manufacturers, saving the end user time and money.

#### 14. What makes your offering unique from other similar competitors?

The HON Company has had many years of experience working with a variety of strategic accounts, both at a local and National Level. For Equalis/Region 10 ESC, what the HON Company can provide is a variety of services from the initial inception of any furniture needs, all the way through the process until you are in your new space.


As more millennials enter the workplace, recruitment and retention become key, and furniture plays a huge role in that. By creating a space that is fun to be in, modern looking, and collaborative, you can help drive not only retention, production, and happiness of current talent, you can help make sure that your space is somewhere new workers can not only imagine themselves working in, but also a space they desire to work in.

At HON, we understand the need to create these spaces. Our products can help make sure that you have a space that suits all your needs, by offering products that have equal parts flexibility, fun, and practicality. After all, your business is unique, spaces are unique, and if you cannot serve one you cannot serve the other. We have been driven by a philosophy of inspired practicality. Inspired in that the spaces look fun, modern, and can meet that “social media” feel of modern society. These are spaces that will look interesting and can even be customized to meet the needs all the way down to the individual. People will want to take pictures in them, around them, and have others know that they work in a place that others will be jealous of. However, we strive for practicality, in that you need to be able to understand all the functions of your space, and not break the bank doing it.

However, offering the products is only one step of the process. We are the experts on our products, and we want to make sure that if you want to align with us, we can help you. Starting from pre-sale, where you can make sure you are working with trusted partners in the markets you’re building into, and work with our in-house design team to create the spaces you want, where people want to come into work, as well as value engineer the space while you do it. All the way to the post sale, where we have teams of project coordinators that can help work with you and your chosen market partners to help ship and install smoothly, getting you into the new space with as little disruption as possible. And we back it all off by a Lifetime Warranty, so you can work without worrying about your investment. We understand that you want to maximize your investment, both in your spaces, your employees, and your time. We here at HON want to be able to partner with you and take you there, from our flexible products to suit the uniqueness of your space and employees, and the tools on both sides to get you there.

15. Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?  
HON is pleased to provide our detailed pricing proposal as requested. We are proposing a comprehensive list of services offered by our authorized dealers. Services which are priced at an hourly rate include a range from minimum per hour to a not-to-exceed maximum charge per hour.
16. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?  
 Yes, HON will offer all future product introductions at prices that are proportionate to contract pricing herein.
17. Define your standard terms of payment  
Invoices are created and released at the time of order shipment with payment terms of net 30 days. Agencies and Dealers both have the capability to monitor and pay invoices within HON’s Oracle system. The agency or dealer being invoiced will be able to review and print invoices, monitor due dates, process ACH payments, and dispute amounts all in one simple and functional online platform. In addition, a dedicated Credit Analyst is available to assist with any issues or questions the agency or authorized dealer may have about Oracle or invoices.

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



Payments by **check** for The HON Company should be sent to:  
The HON Company  
PO Box 404422  
Atlanta, GA 30384-4422

Payments via **EFT/ACH** should be directed to the following bank information:  
Depository Financial Institution: Bank of America  
Routing Number: 111000012  
Account Number: 37562-76567  
Account Name: The HON Company

Payments by **Wire Transfer** should be sent with the following bank information:  
Routing Number: 026009593  
Account Number: 37562-76567  
Account Name: The HON Company

For payments by **Credit Card**, please contact our HON Government Customer Support Team at 800-466-8694. We accept all major credit cards except for Discover. At this time, we do not have any surcharge fees associated with credit card payments. If changes in economic factors should cause the need for an additional fee, we will request that approval from Equalis/Region 10 ESC prior to implementation.

**PERFORMANCE CAPABILITIES:**

18. States Covered - Respondent must indicate any and all states where products and services are being offered.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Kentucky       | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Louisiana      | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Maine          | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Maryland       | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> California           | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> Montana        | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> Nevada         | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> New Mexico     | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> New York       | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming        |

All U.S. Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> American Samoa                    | <input type="checkbox"/> Guam                    | <input type="checkbox"/> Puerto Rico       |
| <input type="checkbox"/> Federated States of<br>Micronesia | <input type="checkbox"/> Midway Islands          | <input type="checkbox"/> US Virgin Islands |
|  | <input type="checkbox"/> Northern Marina Islands |  |

19. List the number and location of offices, or service centers for all states being proposed in solicitation. Headquartered at 200 Oak Street in Muscatine, Iowa, The HON Company has manufacturing facilities strategically located throughout the United States and markets its products through a nationwide network of loyal dealers and retailers. In addition to our Headquarters location, HON has resource centers located in the following markets for use by customers: Muscatine, IA; Chicago, IL; New York, NY; and Washington, DC.

Our production, national distribution and logistics network supports hundreds of truckloads, seven days a week. We have experience coordinating major projects as well as delivering a single piece of furniture. The HON Company will utilize our manufacturing and distribution facilities to produce quality products which will be delivered directly to Equalis/Region 10 ESC customers or through our authorized dealer partners. Utilizing our nationwide network of authorized dealers, in addition to our own logistics capabilities, HON can reach any Equalis/Region 10 ESC customer in any area.

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

**Sales member types:**

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



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

**Business Development Associates/Managers:** The HON Company has over 60 Business Development Members located throughout the United States. Our Business Development Members are physically located within their sales region to build a strong rapport with our customers and our nationwide network of Equalis/Region 10 ESC dealers. Business Development Members are the foundation of our salesforce and are focused on driving sales and marketing efforts within their assigned region. Some of their key sales activities include meeting with customers and dealers, providing pricing and program guidance, training our dealers on products and pricing, staying up-to-date with local business trends, and attending industry tradeshows.

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

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



**Director of Public Sector:** The Director of Public Sector Sales is focused on driving growth within the State and Local segment of our business. This individual develops and implements a strategic sales approach for State, Local, and Cooperative contracts; provides guidance to our sales organization as well as our dealer partners; and builds strong relationships with Equalis/Region 10 ESC's cooperative members and State and Local procurement officials. As the HON Public Sector Sales Leader, she will participate in leadership meetings with executives to align our organizational strategies for mutual, profitable, growth.

**Vice President and General Manager, Sales and Service:** The VP and GM of Sales and Service, directs all nationwide commercial contract business for The HON Company. This person leads the HON team in developing and delivering profitable sales and marketing strategies to dealer partners, wholesale suppliers, and national supplies dealers located throughout the U.S. In addition, this person collaborates with C-level executives of our largest customers - including Fortune 500 corporations - and oversees all channel development, sales, marketing, product strategy, and profitability for The HON Company's largest division. As the HON sales executive leader, he participates in top-to-top senior leadership meetings with Equalis/Region 10 ESC's executives to align our organizational strategies for mutual, profitable, growth.

20. Distribution Channel: Which best describes your company's position in the distribution channel:

- Manufacturer direct
- Authorized distributor
- Value-added reseller
- Certified education/government reseller
- Manufacturer marketing through reseller
- Other

21. Provide relevant information regarding your ordering process including your ability for purchasing group members to verify they are receiving contract pricing.

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



In addition to deliveries made through our authorized dealers, the HON Company can also ship products directly to authorized Participating Agencies.

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

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

Our Business Development Managers will work one-on-one with each of our nationwide network of Equalis/Region 10 dealers to ensure they are properly trained on the products, pricing, and requirements of the contract. HON has developed several tools our dealers can utilize to ensure eligible end users receive accurate pricing, including the following:

- **Compass** - Compass is our online pricing tool made available to dealers. Compass provides exact net pricing for eligible Equalis/Region 10 products, based upon order size, discounts and list prices approved on the Equalis/Region 10 contract. Compass allows dealers the ability to create quick and accurate quotes for end customers. The Compass tool ensures our dealers can provide agencies with accurate contract pricing and reduces the need for agencies to issue pricing modifications.
- **Contract Summary Document** - Our contract summary document provides our dealers with an overview of the Equalis/Region 10 pricing and terms and conditions requirements, including how to sign up eligible end customers, products approved under our contract, List Pricer in effect, pricing for approved services, product discounts and ordering instructions.

### Shipping, Delivery and Restocking

The HON Company is dedicated to complete and on-time delivery by offering the most reliable delivery experience in the industry. The HON Company has a strong history of meeting shipping and delivery timelines. HON's authorized dealers will work directly with you to understand their project requirements, ensure product needs are clearly identified and that the product selections meet these needs.

- **Timelines**  
Our dealer will facilitate and manage every aspect of the delivery of HON product to ensure an exceptional experience. Over the past fiscal year, we have successfully met over 96% of scheduled customer delivery dates. This calculation is measured to the "minute" with no grace period.
- **Standard Delivery Terms**  
All shipments for the Continental U.S. (48 Contiguous) will be FOB Origin, freight paid by HON to a single ship-to location per order. HON will determine best method of shipment and delivery timeframes. Destination address must be able to accept a 53-ft. trailer and must have a loading dock. Charges for non-standard services (Enhanced Services) and order change fees (Order Change Fee) for services requested outside of standard freight costs apply. For shipments outside the Continental U.S., HON will pay for freight charges to the nearest port of embarkation; shipping fees from the port of embarkation to the destination will be negotiated by the authorized dealer and the end customer.

- ***Return and restocking policy and applicable fees***

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

22. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

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

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

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

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

### **Warranty Process**

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

23. Provide your safety record, safety rating, EMR and worker's compensation rate where available

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

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



24. Describe the capacity of your company to report monthly sales through this agreement. The HON Company Finance team manages the sales reporting process and can report the required fields per the Equalis/Region 10 ESC contract on a monthly basis. The contractual reporting information is collected from our order database that is exported to Microsoft Excel and then reconciled. The HON Company Finance team then populates the monthly Equalis/Region 10 ESC template and communicates to the appropriate Equalis/Region 10 ESC contract.
25. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency. Upon request, The HON Company can provide an overview of eligible agency purchases, copies of invoices, and account statements. We can provide this information via mail, email, or fax.

## QUALIFICATION AND EXPERIENCE:

26. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

### Executive Contact

Ric Andersen | Vice President and General Manager, Sales and Service | The HON Company  
200 Oak Street | Muscatine, IA 52761  
Phone: (563) 506-4554 | Email: andersenr@honcompany.com

As a Vice President and General Manager, Sales and Service, Ric directs all nationwide commercial contract business for The HON Company, an Operating company within the HNI Corporation. As one of the world's largest mid-market commercial office furniture manufacturers, The HON Company designs, manufactures, and distributes quality, practical products with an inspired design, while providing channel partners with unparalleled sales and marketing support. He leads this team in developing and delivering profitable sales and marketing strategies to independent, wholesale, and national supplies dealers located throughout the U.S. In addition, he participates in top-to-top senior leadership meetings at the HON and Equalis/Region 10 ESC to ensure cooperative relationships. He collaborates with C-level executives of the largest dealer partners - including Fortune 500 corporations - and oversees all channel development, sales, marketing, product strategy, and P&L for The HON Company. Ric has held executive sales leadership roles within The HON Company's parent and sister companies; led national, international, and multinational teams in B2B and B2C environments. He holds a degree in Advanced Executive Education from the University of Chicago's School of Business and the Thunderbird School of Global Management, Bachelors and Master of Business Administration from the University of Iowa. Ric is also a veteran of the United States Army.

### Account Manager

Ben Brewster | Manager, Category Merchandising - Federal, State & Local | The HON Company  
200 Oak Street | Muscatine, IA 52761  
Phone: (563) 506-9720 | Email: brewsterb@honcompany.com

Ben Brewster graduated from Bradley University with a degree in Human Resources and then went onto Regis University to obtain an MBA. Ben started with The HON Company in the Customer Support department as manager of the dedicated government team over nine years ago. From there, he has been in many roles including Pricing Manager, Account Manager, Product Manager and now Merchandise Manager. As the Merchandise Manager focused on government, he is responsible for segment strategy and portfolio management. This includes defining opportunities, what is necessary to win, and supporting sales. Ben works cross functionally with various departments in the organization to ensure the contract sees sales growth. A few of the teams involved in contract support that Ben will work with to ensure appropriate resources are provided are in Sales, Training, Marketing, Merchandise, and Trade Partners.

### Sales Lead

Lindsey Schuelke | Director of Public Sector Sales | The HON Company  
200 Oak Street | Muscatine, IA 52761  
Phone: (563) 299-8915 | Email: schuelkel@honcompany.com

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

### Contract Management (if different than the Sales Lead)

Jonathan Goble | Contract Analyst | HNI Corporation  
600 East Second Street | Muscatine, IA 52761  
Phone: (828) 578-4748 | Email: HNIgovContracts@hnicorp.com

Jonathan Goble has been a member of HNI for four years serving in several roles focused on customer and sales support, contract compliance, and finance. As Contract Analyst, Jonathan will handle the compliance and administrative requirements of the Equalis/Region 10 ESC contract. Prior to this role, Jonathan has held various positions including Customer Service / Order Processing, Finance BID Analyst, and Contract / Finance Support.

### Billing & Reporting

Jeff Cunningham | Financial Analyst | The HON Company  
200 Oak Street | Muscatine, IA 52761  
Phone: (563) 272-4405 | Email: Cunninghamj@hnicorp.com

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

### Accounts Payable

Jennifer Curry | Accountant, Accounts Payable | HNI Corporation  
600 East Second Street | Muscatine, IA 52761  
Phone: (866) 514-5882 Option 1 | Email: generalledger@hnicorp.com

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

## Marketing

Michelle Mathis | Marketing Specialist | The HON Company  
200 Oak Street | Muscatine, IA 52761  
Phone: (563) 299-0919 | Email: mathismi@honcompany.com

Michelle Mathis graduated from Iowa State University with a Bachelor of Science in Marketing. Michelle's current role is Marketing Specialist, Vertical Markets. Specifically, to Equalis/Region 10 ESC, Michelle is responsible to work with internal members in the Equalis marketing team to develop and execute on marketing campaigns which but are not limited to the following: emails, flyers, brochures, animations and co-branded collateral. Michelle works to ensure HON and Equalis/Region ESC sales team have the necessary resources to successfully sell the contract and its benefits.

## Sales Support

Nicholas Austin | Government Solutions Specialist | The HON Company  
200 Oak Street | Muscatine, IA 52761  
Phone: (800) 466-8694 | Email: HONGSACS@honcompany.com

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

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

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

27. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

**Nelson County Board of Education | Bardstown, KY**

Wes Bradley | Superintendent

Phone: (502) 349-7000 ext. 2326 | Email: wes.bradley@nelson.kyschools.us

Annual Volume \$200,000

HON has provided furniture, design/install services to Nelson County Board of Education for over 20 years. Some of these projects include but are not limited to the following: Nelson County High School, Nelson County Board Office, New Haven Elementary School, Foster Heights Elementary School, The Academy (Horizon Academy), and Thomas Nelson High School.

**Davis School District | Salt Lake City, UT**

Joan Tuttle | Senior Buyer/Contract Administrator

Phone: 801-402-7805 | Email: jtuttle@dspdmail.net

Annual Volume: \$500,000

Davis School District in Salt Lake City, Utah had a bond passed in 2015 to build or renovate eight schools in Davis County. HON Company has provided furniture to many of these bond projects but most notable, Farmington High School in 2018 resulting in \$2,500,000 award providing students with furniture that meets the needs of 21st century learning. Davis School District has 59 elementary schools, 17 junior high schools and 8 high schools.

**County of York | York, PA**

Scott Cassel | Facilities Manager

Phone: 717-771-4388 | Email: SACassel@yorkcountypa.gov

Annual Volume: \$350,000

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

28. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.

Cooperative/GPO Name	Contract Number	Expiration Date
BuyBoard	584-19	03/31/21
COSTARS	COSTARS-035-020	02/12/21
KCDA	20-265	12/31/20
NASPO	MA146	01/21/23
OMNIA Private Sector	OP141743	05/31/23
OMNIA Region 4 Public Sector	R191804	04/30/23
OMNIA Ergonomic	R180403	02/26/21



29. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

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

#### Additional Cooperative Purchasing Experience

HON Company has been a part of a cooperative contract for over 10+ years beginning with our TCPN contract. We are currently one of the largest manufacturers represented in a competing cooperative contract with a very broad distribution network of over 400 unique trade partners. Our success has been a result of working directly with our trade partners to understand the value to their business as well as our mission to grow cooperative sales by providing contract training programs and business reviews to ensure volume thresholds are being met.

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

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

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

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

While HON Company does not have a direct relationship with Equalis/Region 10 ESC specifically, we do a substantial amount of business within the local school districts. We would be pleased additional information upon contract award.

30. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

To satisfy various federal, state, and local requirements, The HON Company holds many certifications, licenses, registrations, etc. After award, upon request, we will provide a copy of these documents. The HON Company has numerous authorized dealers which are minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veteran's business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses. After award, upon request, we will provide a list of our diversity dealers.

31. If your company is offering installation services as part of your response to this RFP, provide your company's policies for background checks and fingerprinting for any employees who may enter customer grounds, or for fulfilling those requirements should a customer require it. Authorized Dealers are considered Subcontractors under the terms of the contract resulting from the Education Service Center, Region 10 ("Region 10 ESC") Equalis Group, Furniture and Storage, related products and services bid number EQ-052920-01 and are subject to all rules, regulations, statutes, etc. which relate to subcontractors. Upon signing a required flow-down document with HON, the Authorized Dealer confirms they have read Region 10 ESC bid number EQ-052920-01 in its entirety; and agrees to be bound by the same terms and conditions as set forth in bid number EQ-052920-01 and any resulting contract award. The document requires the Authorized Dealer to comply with all provisions of the resulting contract.
32. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization. The HON Company is a wholly owned subsidiary of the HNI Corporation which is a fortune 1,000 company. The Corporation is involved in various kinds of disputes and legal proceedings that have arisen in the ordinary course of its business, including pending litigation, environmental remediation, taxes, and other claims. It is the Corporation's opinion, after consultation with legal counsel, that liabilities, if any, resulting from these matters are not expected to have a material adverse effect on the Corporation's financial condition, although such matters could have a material effect on the Corporation's quarterly or annual operating results and cash flows when resolved in a future period.
33. Felony Conviction Notice - Please check applicable box:
- A publicly held corporation; therefore, this reporting requirement is not applicable
  - Is not owned or operated by anyone who has been convicted of a felony.
  - Is owned or operated by the following individual(s) who has/have been convicted of a felony.
- \*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

## VALUE ADD:

34. Detail how your organization plans to market this contract within the first 90 days of the award date. The HON Company is a market leader in providing office and school furniture to the public sector. We look forward to implementing the following marketing and sales strategies upon award:
- a. Within 30 days of the award, The HON Company will send an email notification to our authorized dealers announcing the award of the contract and details regarding contract training opportunities.
  - b. Publish and maintain a dedicated Equalis/Region 10 internet-based web homepage on our website which may include: logo, copy of original Request for Proposal, summary of products and pricing, marketing materials, and an electronic link to Equalis website as well as HON's dedicated toll free number and email address for end customer questions and concerns.

Within 90 days of award, The HON Company will train, develop, and utilize our nationwide network of HON dealers as one of our primary avenues for promoting the contract.

The HON Company offers a strong support network via our local Business Development Managers. They will promote the contract and offer hands-on assistance throughout the purchasing process to both HON dealers and end customers alike. The HON Business Development Manager will meet with each authorized dealership within the first 60 days of the award date to establish a written sales execution plan that will maximize potential sales efforts with the Equalis/Region 10 contract. The business plan will include, but is not limited to:

- Annual sales volume commitment for the contract
- Organization commitment outlining the number of sales representatives the dealership will have accountable for their contract sales goal
- Identify target end customers for business development planning
- Commitments outlining specific marketing initiatives that each dealership will commit to use to engage end customers, including but not limited to:
  - E-mail campaigns
  - Special events - (open houses, showroom events, customer appreciation events, etc.)
  - Sales campaigns
  - Product presentations

The HON Company Business Development Managers will also conduct on-going contract training with the dealer sales force to:

- Discuss authorized users of the contract, pricing, and service requirements, etc.
- Identify and schedule appointments with key end customers to inform them about
- HON's products and pricing on the contract
- Understand how we can help them meet or exceed their purchasing requirements.
- Encourage our HON dealers to join and participate in professional associations and organizations that include end customers and volunteer to speak at various organizations that have an interest in HON product, services, and solutions.

## Sales and Dealer Training

The HON Company has held a cooperative contract for 10+ years. During that time, we have developed a strong training program to educate our sales organization on selling a cooperative contract. The HON Company will continue to utilize multiple training touch points to educate our sales force on the Equalis/Region 10 agreement, key strategies, benefits, pricing compliance, eligible

Participating Agencies, and effective use of the available sales tools. These touch points include but are not limited to our annual national sales meeting, quarterly marketing communication guides, and monthly sales/marketing webinars. Within our sales organization, we have a highly skilled field sales force that is well versed on all our contracts. These Business Development Managers (BDMs) will be responsible for growing sales under the Equalis/Region 10 ESC contract. Team members are trained to be the experts in contract benefits, eligible products, and needs of Equalis/Region 10 ESC members.

These individuals are based across the U.S. and in the markets they serve. Additionally, we have a dedicated resource in Lindsey Schuelke, Director of Public Sector Sales. Lindsey will serve as the primary HON contact for all aspects of the Equalis/Region 10 ESC contract by leading the development of the training content in conjunction with our marketing and sales training groups.

35. Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

The HON Company gives permission to Equalis/Region 10 ESC to use our logo and will provide both our logo and brand guidelines as requested. In the event of using the Equalis/Region 10 logo, we will seek permission for the reproduction as well.

36. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.

\$0 - \$5,000,000 in year one

\$5,000,000 - \$20,000,000 in year two

\$20,000,000 - \$40,000,000 in year three

37. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Currently, many State procurement offices are challenged with additional workloads, changing legislature and reductions in staff leaving it difficult to administer contracts. Due to these challenges, contracts are often slow to respond to new product additions and catalogs and price books quickly become outdated. This has created a significant opportunity in the market for cooperative contracts, who provide a more responsive process. During the life of this contract, if new requirements are necessary, we encourage Equalis/Region 10 to work with major contractors on how best to expedite the change and ease the impact on customers and contractors.

# Required Forms

## OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked 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 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are 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.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 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 10 ESC's Open Records Policy below:**

We acknowledge Region 10 ESC's Public Information Act 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.

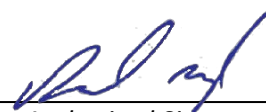
*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested 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: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

July 7, 2020

\_\_\_\_\_  
Date



\_\_\_\_\_  
Authorized Signature & Title

David Bizak - Vice President, Finance

## Appendix E: VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of July 9, 2020, by and between \_\_\_\_\_  
The HON Company LLC ("Vendor") and Region 10 Education Service Center ("Region  
10 ESC") for the purchase of Furniture and Storage, related products and services ("the products and services").*

### RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor 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 Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

### ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

## ARTICLE 3- REPRESENTATIONS AND COVENANTS

**Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members.

**Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

**Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer **buying the same volume and product mix, in the same geographical area, under substantially similar terms and conditions** ~~meeting the same qualifications or requirements.~~

## ARTICLE 4- FORMATION OF CONTRACT

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **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.



4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

## **ARTICLE 5- TERMINATION OF CONTRACT**

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 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 10 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 and/or material that 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 and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 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 become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 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 vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **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 that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for ~~all expenses incurred~~ the difference between the actual acquisition cost of substitute products which are functionally equivalent in design and cost and the price such participating agency or entity would have paid for Vendor's products under this Agreement.

5.4 **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

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time. **In the event of cancellation, the Vendor will be compensated for work in progress.**

## ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## **ARTICLE 7- DELIVERY PROVISIONS**

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. 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.~~ **the timeframe mutually agreed to by the Vendor and the Purchasing Agency**. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, ~~which is unreasonable,~~ and which was not within the contemplation of the parties to the contract between the two parties.

**ARTICLE 8- BILLING AND REPORTING**

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor **or an authorized subcontractor**.

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

8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at [info@equalisgroup.org](mailto:info@equalisgroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as \*required indicate a required field. All other fields are preferred, but not required:

<b>Member Data</b>	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
<b>Distributor Data</b>	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
<b>Product Data</b>	Product Category level 1
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
<b>Spend Data</b>	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required

	Admin Fee % *required
	Admin Fee \$ *required

**ARTICLE 9- PRICING**

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency 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 manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor’s responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any nationally published price list reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve 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. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits **with reasonable notice given** of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 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 10 ESC or Equalis Group **during Vendor's normal business hours Monday-Friday, 8am-5pm.**

## ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor 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.

11.3 **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. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **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.

11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **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.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that 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. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor 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. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** Vendor 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. Vendor 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.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, 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 Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor party in control of the location against loss and damage, unless otherwise agreed to by Vendor and Participating Member. Vendor The insuring party agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until ~~final acceptance~~ **delivery into the Participating Member's control** by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon **Member's acceptance of non-defective, undamaged, product at time of delivery** ~~final acceptance~~.

12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

#### **ARTICLE 13- MISCELENOUS**

13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

13.2 **Disclosures:** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the **negligent** actions or **willful misconduct** of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo



or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement ~~Commercial General comprehensive public Liability including Personal and Advertising Injury, Products/Completed Operations, Medical Payments, Bodily Injury, and Property Damage with limits of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate, insurance to include course of construction insurance and automobile liability, with providing~~ limits of not less than \$1,000,000.00 per occurrence. ~~The insurance form will be an "all risk" type of policy with standard exclusions.~~ Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and member.

13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. ~~Prior to participating member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.~~

13.8 **Legal Obligations:** It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means 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 specifically 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.

13.10 **Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity

and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

**CONTRACT SIGNATURE FORM**

The undersigned hereby proposes and 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. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	The HON Company LLC
Address	200 Oak Street
City/State/Zip	Muscatine, IA 52761
Telephone No.	563-272-7100
Fax No.	563-272-5859
Email address	HNIGovContracts@hnicorp.com
Printed name	David Bizak
Position with company	Vice President, Finance
Authorized signature	

**Term of contract** \_\_\_\_\_ **to** \_\_\_\_\_

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

\_\_\_\_\_   
Region 10 ESC Authorized Agent

\_\_\_\_\_   
Date

\_\_\_\_\_   
Print Name

**Equalis Group Contract Number** \_\_\_\_\_

## ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- Respondent agrees to all terms and conditions outlined in each of the following exhibits
  - Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.
- 
- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
  - Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
  - Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
  - Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE  
Equalis Group

**DOC #1 CLEAN AIR AND WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations 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 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: The HON Company LLC

Title of Authorized Representative: Vice President, Finance

Mailing Address: 200 Oak Street, Muscatine, IA 52761

Signature: 


**DOC #2 DEBARMENT NOTICE**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: The HON Company LLC

Title of Authorized Representative: Vice President, Finance

Mailing Address: 200 Oak Street, Muscatine, IA 52761

Signature: 

**DOC #3 LOBBYING CERTIFICATION**

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

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

1. No Federal appropriated funds have been paid or will be paid 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 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



\_\_\_\_\_  
Signature of Respondent

July 7, 2020

\_\_\_\_\_  
Date

## DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

### Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

---

### Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

---

### Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

  
\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
July 7, 2020  
Date



**DOC #5 ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

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.

**VENDOR** The HON Company LLC

**ADDRESS** 200 Oak Street

Muscatine, IA 52761

**PHONE** 563-272-7100

**FAX** 563-272-5859

**RESPONDANT**

*Alicia Payne*  
Signature

Alicia Payne  
Printed Name

Proposal Coordinator  
Position with Company

**AUTHORIZING OFFICIAL**

*David Bizak*  
Signature

David Bizak  
Printed Name

Vice President, Finance  
Position with Company

## DOC #6 IMPLEMENTATION OF HOUSE BILL 1295

### **Certificate of Interested Parties (Form 1295):**

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

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

### **Filing Process:**

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2020-636077

Date Filed:  
06/24/2020

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
The HON Company LLC  
Muscatine, IA United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Region 10 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.**  
EQ-052920-01  
Furniture and Storage, related products and services

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

**5 Check only if there is NO Interested Party.**


**6 UNSWORN DECLARATION**

My name is David Bizak, and my date of birth is 07/21/75.

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

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

Executed in Muscatine County, State of Iowa, on the 7 day of July, 2020.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**DOC #7 BOYCOTT CERTIFICATION**

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means 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 specifically 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.

**DOC #8 TERRORIST STATE CERTIFICATION**

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

**DOC #9 RESIDENT CERTIFICATION:**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "resident Bidder"
- I certify that my company qualifies as a "nonresident Bidder"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

The HON Company LLC	200 Oak Street	Com
pany Name	Address	

Muscatine	Iowa	52761	City
	State	Zip	

**DOC #10 FEDERAL FUNDS CERTIFICATION FORM**

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds. **It is the responsibility of the authorized Participating Agency to notify the Vendor if federal funds will be utilized to procure items under this contract and/or purchase order prior to Vendor's acceptance of the order.**

**1. Vendor Violation or Breach of Contract Terms:**

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

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree?           DAB            
(Initials of Authorized Representative)

**2. Termination for Cause or Convenience:**

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 in the event Offeror 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. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does vendor agree?           DAB            
(Initials of Authorized Representative)

**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? DMR  
(Initials of Authorized Representative)

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

Does vendor agree? DMR  
(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act:**

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Does vendor agree? DMR  
(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement:**

If the participating agency's 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 or 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.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? DNB  
(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? DNB  
(Initials of Authorized Representative)

**8. Debarment and Suspension:**

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 OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? DNB  
(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? DNB  
(Initials of Authorized Representative)

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. 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 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.

Does vendor agree? DNB  
(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? DNB  
(Initials of Authorized Representative)

**12. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? DNB  
(Initials of Authorized Representative)

**13. Applicability to Subcontractors**

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

Does vendor agree? DNB  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

The HON Company LLC  
Company Name

  
Signature of Authorized Company Official

David Bizak  
Printed Name

Vice President, Finance  
Title

July 7, 2020  
Date



**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments. **It is the responsibility of the authorized Participating Agency to notify the Vendor if federal funds will be utilized to procure items under this contract and/or purchase order prior to Vendor's acceptance of the order.**

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that 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 present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



\_\_\_\_\_  
Signature of Respondent

July 7, 2020

\_\_\_\_\_  
Date

DOC #12 OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

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

Company Name: The HON Company LLC

Street: 200 Oak Street

City, State, Zip Code: Muscatine, IA 52761

Complete as appropriate:

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

**OR:**

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

**OR:**

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

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

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

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

  
\_\_\_\_\_  
**Authorized Signature and Title**

David Bizak, Vice President, Finance

July 7, 2020  
\_\_\_\_\_  
**Date**

DOC #13 NON-COLLUSION AFFIDAVIT

Company Name: The HON Company LLC
Street: 200 Oak Street
City, State, Zip Code: Muscatine, IA 52761

State of Iowa New Jersey

County of Muscatine

I, David Bizak of the Muscatine
Name City

in the County of Muscatine, State of Iowa of full
age, being duly sworn according to law on my oath depose and say that:

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

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

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

The HON Company LLC
Company Name

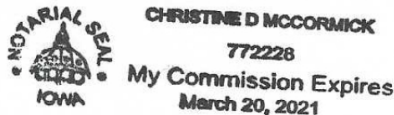
Authorized Signature & Title
David Bizak, Vice President, Finance

Subscribed and sworn before me

this 7 day of July, 2020

Christine McCormick
Notary Public of New Jersey
My commission expires 3/20, 2021

SEAL



Company Name: The HON Company LLC  
Street: 200 Oak Street  
City, State, Zip Code: Muscatine, IA 52761

**Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

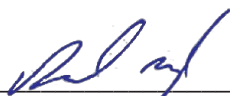
- 1.            A photo copy of their Federal Letter of Affirmative Action Plan Approval \_\_\_\_\_  
          OR
- 2.            A photo copy of their Certificate of Employee Information Report              X    
          OR
- 3.            A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

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

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form   X    
AA201-A upon receipt from the Harrison Township Board of Education

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.

  
\_\_\_\_\_

**Authorized Signature and Title**  
David Bizak, Vice President, Finance

July 7, 2020  
**Date**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.


The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



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Signature of Procurement Agent  
David Bizak, Vice President, Finance

Certification 48195

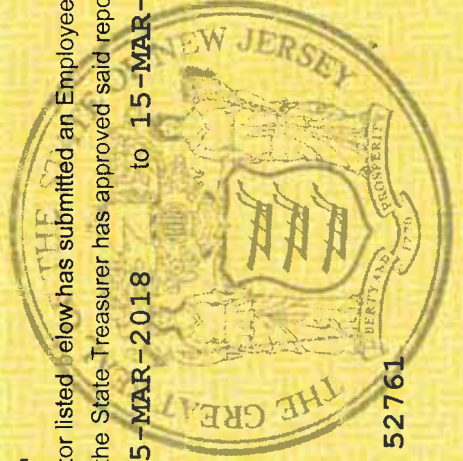
# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

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

**THE HON COMPANY LLC  
200 OAK STREET  
MUSCATINE**

**IA 52761**



*Elizabeth M. Muoio*

ELIZABETH MAHER MUOIO  
Acting State Treasurer



### 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 ([www.nj.gov/dca/lgs/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfnmenu.shtml)).

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 [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). 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) 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:

2. any State, county, or municipal committee of a political party
3. any legislative leadership committee\*
4. any continuing political committee (a.k.a., political action committee)
5. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. 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:

6. 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
7. all principals, partners, officers, or directors of the business entity or their spouses
8. any subsidiaries directly or indirectly controlled by the business entity
9. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**


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

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

**Part I – Vendor Information**

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

David Bizak  
\_\_\_\_\_  
Printed Name

Vice President, Finance  
\_\_\_\_\_  
Title

**Part II – Contribution Disclosure**

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$

Check here if the information is continued on subsequent page(s)

**Continuation Page**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page \_\_\_ of \_\_\_\_\_

Vendor Name: The HON Company LLC

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 Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

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

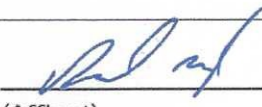

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Sole Proprietorship
- Limited Liability Partnership
- Corporation
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation
- Limited Liability Company

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: HNI Holdings Inc.	Name:
Home Address: 600 East Second Street Muscatine, IA 52761	Home Address:
(100% ownership interest)	
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>7</u> day of <u>July</u> , 2020	 _____ (Affiant)
(Notary Public) 	<u>David Bizak, Vice President, Finance</u> (Print name & title of affiant)
My Commission expires: <u>3/20/2021</u>	(Corporate Seal)



CHRISTINE D MCCORMICK

Expires

2021



CHRISTINE D MCCORMICK

772226

My Commission Expires  
March 20, 2021

**DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

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

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Reasoning for Exception
Article 3 – Respondent’s promise, P.23	<b>Respondent’s promise:</b> Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.	<b>Respondent’s promise:</b> Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer <b>buying the same volume and product mix, in the same geographical area, under substantially similar terms and conditions</b> meeting the same qualifications or requirements.	Pricing is based on a variety of factors including volume, product mix, geographical area, and terms and conditions. For any customer in substantially similar circumstances, same pricing will be extended.
Article 5 – Termination of Contract, 5.3 Delivery/Service failures, P.25	<b>Delivery/Service failures:</b> 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 that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.	<b>Delivery/Service failures:</b> 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 that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for <del>all expenses incurred</del> <b>the difference between the actual acquisition cost of substitute products which are functionally equivalent in design and cost and the price such participating agency or entity would have paid for Vendor's products under this Agreement.</b>	In the event any product would be purchased on the open market, this should be comparable in function and design to original products.
Article 5 – Termination of Contract, 5.5 Standard	<b>Standard Cancellation:</b> Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take	<b>Standard Cancellation:</b> Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business	If contract is cancelled under this clause, Manufacturer seeks

Cancellation, P.25	effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.	days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time. <b>In the event of cancellation, the Vendor will be compensated for work in progress.</b>	compensation for orders already commenced in production.
Article 7 – Delivery Provisions, 7.1 Delivery, P.26	<b>Delivery:</b> Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. 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 vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.	<b>Delivery:</b> Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. Conforming product shall be shipped within <b>the timeframe mutually agreed to by the Vendor and the Purchasing Agency</b> <del>7 days of receipt of Purchase Order</del> . If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.	We will agree to ship within a mutually agreeable timeframe.
Article 7 – Delivery Provisions, 7.6 Buyer’s delays, P.26	<b>Buyer’s delays:</b> Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.	<b>Buyer’s delays:</b> Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, <del>which is unreasonable,</del> and which was not within the contemplation of the parties to the contract between the two parties.	Allow Contractor and Participating Member to negotiate storage charges for any delays.
Article 8 – Billing and Reporting, 8.1 Payments, P.27	<b>Payments:</b> The participating entity using the contract will make payments directly to the awarded vendor.  Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	<b>Payments:</b> The participating entity using the contract will make payments directly to the awarded vendor <b>or an authorized subcontractor.</b>  Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	Allow both the Manufacturer or authorized subcontractor to accept orders and payments.
Article 9 – Pricing, 9.4 Price reduction and adjustment, P.28	<b>Price reduction and adjustment:</b> Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally	<b>Price reduction and adjustment:</b> Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days;	Any price reduction is limited to nationally publicized price list reduction for Manufacturer.



	not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.	3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any <b>nationally</b> published price <b>list</b> reduction during the contract period.	
Article 10 – Pricing Audit, 10.1 Audit right, P.29	<b>Audit rights:</b> Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve 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. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 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 10 ESC or Equalis Group.	<b>Audit rights:</b> Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve 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. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits <b>with reasonable notice given</b> of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 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 10 ESC or Equalis Group <b>during Vendor's normal business hours Monday-Friday, 8am-5pm.</b>	
Article 12 – Site Requirements, 12.6 Stored Materials, P.30-31	<b>Stored materials:</b> Upon prior written agreement between the vendor and Member, 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	<b>Stored materials:</b> Upon prior written agreement between the vendor and Member, 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	Insurance for stored materials to be insured by the party in control of the storage location. Contractor responsible for

	<p>date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.</p> <p>Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.</p>	<p>of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the <del>vendor</del> <b>party in control of the location</b> against loss and damage, <b>unless otherwise agreed to by Vendor and Participating Member.</b> <del>Vendor</del> <b>The insuring party</b> agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.</p> <p>Until <del>final acceptance</del> <b>delivery into the Participating Members control</b> <del>by the Participating Member</del>, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon <b>Member's acceptance of non-defective, undamaged, product at time of delivery final acceptance.</b></p>	<p>product until delivery into the Participating Member's control.</p>
<p>Article 13 – Miscellaneous, 13.3 Indemnity, P.31</p>	<p><b>Indemnity:</b> Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating</p>	<p><b>Indemnity:</b> Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the <b>negligent actions or willful misconduct</b> of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.</p>	<p>Indemnification to be limited to negligence or willful misconduct of Vendor.</p>

	members shall be in the jurisdiction of the participating agency.		
Article 13 – Miscellaneous, 13.6 Insurance, P.32	<b>Insurance:</b> Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.	<b>Insurance:</b> Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement <del>comprehensive public</del> <b>Commercial General Liability including Personal and Advertising Injury, Products/Completed Operations, Medical Payments, Bodily Injury, and Property Damage with limits of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate,</b> <del>insurance to include course of construction insurance and automobile liability, with providing</del> limits of not less than \$1,000,000.00 per occurrence. <del>The insurance form will be an “all risk” type of policy with standard exclusions.</del> Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.	Updating outdated language within section.
Article 13 – Miscellaneous, 13.7 Subcontracts/ Sub Contractors, P.32	<b>13.7 Subcontracts/Sub Contractors:</b> If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.  No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.  Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member’s release of final retained	<b>13.7 Subcontracts/Sub Contractors:</b> If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.  No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.  Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. <del>Prior to participating member’s release of final retained amounts, Contractor shall produce</del>	As a manufacturer, we do not require retained amounts.

	amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.	<del>verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.</del>	
Appendix F – Additional Required Documents, Doc# 10 Federal Funds Certification Form, Overview, P.43	For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.	For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds. <b>It is the responsibility of the authorized Participating Agency to notify the Vendor if federal funds will be utilized to procure items under this contract and/or purchase order prior to Vendor's acceptance of the order.</b>	In order to comply with the federal funds provisions, we need to be aware of which orders are utilizing federal funds prior to placement.
Appendix F – Additional Required Documents, Doc# 10 Federal Funds Certification Form, 13. Applicability to Subcontractors, P.46	Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.	Offeror agrees that all <b>dealer</b> subcontracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.	Any awards will be related to dealer subcontracts.
Appendix F – Additional Required Documents, Doc# 11 Additional Arizona Contractor Requirements, P.47	<b>AZ Compliance with Federal and state requirements:</b> Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.  When working on contracts funded with Federal Grant monies,	<b>AZ Compliance with Federal and state requirements:</b> Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.  When working on contracts funded with Federal Grant monies, contractor	In order to comply with the federal funds provisions, we need to be aware of which orders are utilizing federal funds prior to placement.

	<p>contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.</p>	<p>additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments. <b>It is the responsibility of the authorized Participating Agency to notify the Vendor if federal funds will be utilized to procure items under this contract and/or purchase order prior to Vendor's acceptance of the order.</b></p>	
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# Additional Information

# MWSBE Participation Plan

Identify outreach efforts that *were employed* by the firm to maximize the inclusion of MWSBEs to be submitted with the firm's proposal:

- HON tracks and maintains a database on the socio-economic status of its suppliers. HON will search this database of current MWSBE suppliers for regional projects when they are required.
- The top NAICS Codes used in HON's planned subcontracting are NAICS 337214, 331110, and 321219. HON searched for City-registered and certified MWSBEs associated with these three NAICS Codes and there were none.

**Direct Materials** - HON has a very stable direct material supply base and only a couple of direct material suppliers are added each year. When HON is looking for suppliers with new or improved capabilities, we search for **(1)** suppliers with the required capabilities and geographic proximity to HON's Muscatine, Iowa or Cedartown, Georgia plants for indirect services such as cleaning services and **(2)** for direct material spends where the freight is very high relative to the cost of materials, or **(3)** best-total-cost for direct spend categories where proximity is less of a requirement. HON uses multiple tools to do this, including several source lists/websites.

**Nationwide** - The HON Company LLC ("HON") has an approved Small Business Subcontracting Plan with GSA and has adopted procedures to comply with the requirements and the goals of the Plan. HON is committed to giving MWSBE concerns the maximum practicable opportunity to participate in contract performance consistent with the efficient performance of the contract. This applies to HON's suppliers and servicing dealers.

**Independent Dealers / Subcontractors** - One of HON's primary go-to-market sales strategies is to provide HON product through a network of independent dealer partners.

- HON tracks and maintains a database on the socio-economic status of its suppliers.
- These authorized dealer partners provide selling, installation, reconfiguration, and design services to end purchasers of HON product.

Identify outreach efforts that *will be employed* by the firm to maximize inclusion during the contract period of the Project:

On project-by-project basis, HON will provide a regional listing of registered and certified MWSBEs associated with the top three NAICS Codes used in HON's planned subcontracting and the NIGP Code 42500 to identify potential MWSBE suppliers or dealers to meet MWSBE goal.

# Get In Touch!

**CS Phone Tree**  
800-833-3964

1. Electronic Order Support

3. Literature

5. Order Changes

7. Government

2. Bids

4. COM/TPG

6. Parts/Warranty

8. General Inquiries

## Order Management

**Commercial PO**

[HONOE@honcompany.com](mailto:HONOE@honcompany.com)  
(800) 466-8694

Team Lead

Manager

2nd Level Manager

Katie Hoopes

Brook Meier

**Government PO**

[HONGSAOE@honcompany.com](mailto:HONGSAOE@honcompany.com)  
(800) 466-8694

Katie Hoopes

Brook Meier

**Portal**

[honready@honcompany.com](mailto:honready@honcompany.com)  
(800) 833-3964, Option 1

Katie Hoopes

Brook Meier

## Customer Support

**General Inquiry**

[HONTeamBox@honcompany.com](mailto:HONTeamBox@honcompany.com)  
(800) 833-3964, Option 8

Team Lead

Manager

2nd Level Manager

Ashley Wolf

Beth Doyle or  
Ashley Tomlin

Ryan Neff

**Product & Warranty**

[ProductSolutions@honcompany.com](mailto:ProductSolutions@honcompany.com)  
(800) 833-3964, Option 6

Ashley Wolf

Beth Doyle or  
Ashley Tomlin

Ryan Neff

**Projects**

[HONProjects@honcompany.com](mailto:HONProjects@honcompany.com)

Tara Thoma

Ryan Neff

**Order Changes**

[OrderChanges@honcompany.com](mailto:OrderChanges@honcompany.com)  
(800) 833-3964, Option 5

Christine Nash

Ryan Neff

**Government Team**

[hongsateam@honcompany.com](mailto:hongsateam@honcompany.com)  
(800) 833-3964, Option 7  
(800) 466-8694, Gov. Direct Line

Tara Thoma

Ryan Neff

## National Teams

**Staples**

[StaplesTeam@honcompany.com](mailto:StaplesTeam@honcompany.com)  
(888) 363-4466

Team Lead

Manager

2nd Level Manager

Brenna Bower

Jesse Spencer

Kevin Schwarz

**WB Mason**

[WBMasonTeam@honcompany.com](mailto:WBMasonTeam@honcompany.com)  
(800) 334-8126

Brenna Bower

Kevin Schwarz

**HON OnPoint**

[Pinnacle@honcompany.com](mailto:Pinnacle@honcompany.com)  
877-486-9119  
[DXOnPoint@honcompany.com](mailto:DXOnPoint@honcompany.com)  
877-531-1173

Tara Bierman

Whitni Rohr

Ryan Neff



# HON Full Lifetime Warranty

## YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us. The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product.

In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON shall repair or replace with comparable product (at HON's discretion), free of charge.

## WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

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

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

### HON'S FULL 12-YEAR WARRANTY

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

### HON'S FULL 10-YEAR WARRANTY

- Soothe Patient Recliner Mechanism
- Signal seating upholstery fabric

### HON'S FULL 5-YEAR WARRANTY

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

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

## IS ANYTHING NOT COVERED?

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

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

## WARRANTY REQUESTS OR QUESTIONS?

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

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

## A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE

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

# HON Limited 5-Year Warranty

## YOUR HON LIMITED 5-YEAR WARRANTY

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

## LIMITATIONS:

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

## EXCLUSIONS:

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

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

## SEATING USAGE:

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

## A WORD ABOUT COLOR VARIATIONS, FABRICS AND FINISHES:

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

## CUSTOMER'S OWN MATERIAL (COM)

Not available on HON products covered under the HON 5-year warranty. TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

## NOTICE TO PURCHASERS FOR HOME OR PERSONAL USE:

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

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

### **TO OBTAIN SERVICE UNDER THIS WARRANTY:**

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

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

## HON LIMITED 5-YEAR WARRANTY PRODUCT LIST:

H432	HBV-P4260	HVL303	HBLLPP8484A1
H434	HBV-P4272	HVL402	HBLLPP8484ES
H482	HBV-P6024	HVL443	HBLLPP8484N
H484	HBV-P6030	HVL508	HBLMTB12A1
HBL2101	HBV-P6036	HVL511	HBLMTB12ES
HBL2101BF	HBV-P6042	HVL515	HBLMTB12N
HBL2102	HBV-P6048	HVL518	HBLMTB16A1
HBL2103	HBV-P6060	HVL521	HBLMTB16ES
HBL2111	HBV-P6072	HVL525	HBLMTB16N
HBL2111BF	HBV-P7224	HVL528	HBLMTB8A1
HBL2115	HBV-P7230	HVL531	HBLMTB8ES
HBL2121	HBV-P7236	HVL532	HBLMTB8N
HBL2123	HBV-P7242	HVL534	HVL891
HBL2145	HBV-P7248	HVL538	HVL892
HBL2146	HBV-P7260	HVL541	HVL893
HBL2155	HBV-PBS	HVL551	HVL894
HBL2162	HBV-PWB1	HVL581	HVL895
HBL2163	HBV-QC180	HVL582	HBLMTR12A1
HBL2164	HBV-QC90	HVL585	HBLMTR12ES
HBL2171	HBV-TBASE	HVL601	HBLMTR12N
HBL2180	HBV-VSH24	HVL604	HBLMTR16A1
HBL2183	HBV-VSH30	HVL605	HBLMTR16ES
HBL2194	HBV-VSH36	HVL606	HBLMTR16N
HBL2211	HBV-VSH42	HVL616	HBLMTR8A1
HBL2213	HBV-VSH48	HVL641	HBLMTR8ES
HBL42CU	HBV-VSH60	HVL643	HBLMTR8N
HBL72BFMODG	HBXRISER	HVL653	HBLP3060A1
HBL72HDG	HC184236	HVL685	HBLP3060ES
HBLC48D	HC187236	HVL691	HBLP3060N
HBLC72R	HML8851	HVL693	HBLPP3066A1
HBLH3160	HML8852	HVL701	HBLPP3066ES
HBLH3170	HML8858	HVL702	HBLPP3066N
HBLMT48A	HMNG15PED	HVL705	HBLUPP7210A1
HBLMT48B	HMNG30FCD	HVL712	HBLUPP7210ES
HBLMT48R	HMNG30FCO	HVL721	HBLUPP7210N
HBLMTO48A	HMNG30STDM	HVL844	HBLUPPH72114ES
HBLMTO48B	HMNG36FCD	HVL852	HBLUPPH72114A1
HBLMTO48R	HMNG36OVRD	HVL853	HBLUPPH72114N
HBLPBRIDGE	HMNG36STDM	HVL862	HMLDP6024W
HBLPCLASSIC	HMNG48WKSL	HVL864	HMLDP6024C
HBLPCONTEMP	HMNG60OVRD	HVL871	HMLDPFO7660W
HBLPWC	HMNG60WKS	HVL872	HMLDPFO7660C
HBMP2B	HMNG60WKSL	HVL873	HMLDF6060W
HBMP2F	HMNG72WKS	HVL887	HMLDF6060C
HBMP24824P	HMNGDLEG	HVL888	HMLDPF7260W
HBMP24824X	HMNGOHLEG	HVL981	HMLDPF7260C
HBMP248MOD	HVL103	HVL982	HMLDPFO7260W
HBMP26024P	HVL105	HVL991	HMLDPFO7260C
HBMP26024X	HVL108	HVL995	HMLDPFO76602W
HBMP260MOD	HVL131	HVLPERCH	HMLDPFO76602C
HBMP27224P	HVL151	HBLDCH7296A1	HMLDPFO6082W
HBMP27224X	HVL161	HBLDCH7296ES	HMLDPFO6082C
HBMP272MOD	HVL171	HBLDCH7296N	HMLD60W
HBTMS	HVL205	HBLDCHL7272A1	HMLD60C
HBV-P4224	HVL206	HBLDCHL7272ES	HMLDF60W
HBV-P4230	HVL210	HBLDCHL7272N	HMLDF60C
HBV-P4236	HVL215	HBLLPP6678A1	
HBV-P4242	HVL220	HBLLPP6678ES	
HBV-P4248	HVL302	HBLLPP6678N	