



# Virginia Beach City Public Schools

RFP Item No. 5111 - K12 Classroom Furniture,  
Installation and Related Products and Services

August 31, 2022 4:00 p.m. EST

**HON.**



**Make your space work.**

August 29, 2022

Carla Smith, CPPO, CPPB  
Procurement Officer  
Virginia Beach City Public Schools  
Office of Purchasing Services

RE: Virginia Beach City Public Schools Solicitation Number: 5111

Dear Carla Smith:

Please accept this letter as The HON Company's offer to supply our furniture products that meet or exceed ANSI/BIFMA testing standards to the Virginia Beach City Public Schools and GovMVMT under Request for Solicitation Number 5111.

The HON Company's business information is:

Company Name: The HON Company LLC  
Mailing Address and Location: 200 Oak Street, Muscatine, IA 52761  
Phone: 800-466-8694  
Fax: 563-272-5859  
Email: [HNIgovContracts@hnicorp.com](mailto:HNIgovContracts@hnicorp.com)  
Website: [www.hon.com](http://www.hon.com)  
Authorized Representative: Eric Schroeder  
HON is a Large Business  
VND200066701  
Nearest Regional Office:  
Proposal Team: Alicia Menster, Proposal Coordinator

All eligible products can be found in the electronic copy of the May 13, 2022 HON Workspaces List Pricer and May 13, 2022 Shared Spaces List Pricer. Links have been provided with our online submission.

The HON Company requests that orders be processed directly with our authorized dealers. A listing of our authorized dealers will be provided upon award. We encourage all Agencies to work directly with the dealers(s), as they provide a variety of services, including space design, specifying, pricing, delivery and installation. Agencies are also encouraged to call our Government Customer Service for any assistance at 800-466-8694, option 2.

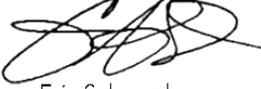
Items uploaded with this offer:

- RFP Cover Page
- Acknowledgement of Addenda
- Section 1 - Representations & Covenants (Redlined)
- Exhibit C - Administrative Agreement (Redlined)
- Attachment B - Pricing Spreadsheet
- Exhibits A & B Questionnaires
- Exhibits F-G Required Forms & Support
- Sample Contract (Redlined)
- W-9

For ease of review, we have uploaded the live files for Attachment B, Section 1 with redlines, Exhibit C with redlines and the Sample Contract with redlines. Please note that HON intends to negotiate specific commitments for a landing page, dedicated email, and online registration process during negotiations and prior to award.

We look forward to working with you, Virginia Beach City Public Schools, and GovMVM. Please feel free to contact Dena Bates if you have any questions or concerns. Dena can be reached at 563-299-2949 or [HNIGovContracts@hnicorp.com](mailto:HNIGovContracts@hnicorp.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'ES', written over a white background.

Eric Schroeder  
Vice President, Finance

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# Cover Page

RFP Proposal Cover Letter  
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**VIRGINIA BEACH CITY PUBLIC SCHOOLS**  
**CHARTING THE COURSE**

**REQUEST FOR PROPOSAL**

Office of Purchasing Services  
 2512 George Mason Drive  
 Virginia Beach, Virginia 23456  
 Phone (757) 263-1175

Attention of Offeror is invited to the Code of Virginia, Virginia Public Procurement Act, Sections 2.2-4367 thru 2.2-4377 (conflict of interest)

THE SCHOOL BOARD OF THE CITY OF VIRGINIA BEACH DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS

ISSUE DATE:	July 21, 2022
RFP ITEM NO:	5111
CLOSING DATE:	August 31, 2022
CLOSING TIME:	4:00 PM EST
PROCUREMENT OFFICER:	Carla Smith, CPPO, CPPB

**DESCRIPTION OF REQUEST FOR PROPOSAL**

THIS DOCUMENT CONSTITUTES A REQUEST FOR ELECTRONIC PROPOSALS (RFP) FROM QUALIFIED INDIVIDUALS AND OR ORGANIZATIONS TO PROVIDE K12 CLASSROOM FURNITURE, INSTALLATION AND RELATED PRODUCTS AND SERVICES FOR THE VIRGINIA BEACH CITY PUBLIC SCHOOL SYSTEM.

THE FOLLOWING SECTION MUST BE EXECUTED AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY.

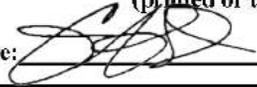
Company Name: The HON Company LLC Federal I. D. #: 42-1491474

Address: 200 Oak Street Phone Number: 800-466-8694

Muscataine, IA 52761 Fax Number: 800-833-3902

Person Quoting: Eric Schroeder - VP, Finance Date: August 26, 2022

(printed or typed)

Signature:  Email: HNIgovContracts@hnicorp.com

TYPE OF OWNERSHIP					
If Offeror is a Minority Business, please indicate the type of classification below – Check all that apply					
	Yes	No		Yes	No
African American Owned			Female Owned		
Aleutian Owned			Hispanic American Owned		
American Indian Owned			Service-Disabled Veteran Owned		
Asian American Owned			Small Business		
Eskimo Owned			Other		



**August 10, 2022**

**NOTICE OF ADDENDUM # 1**  
**5111 – K12 Classroom Furniture, Installation and Related Products and Services**

**Please acknowledge receipt of this addendum in your proposal response.**

In reference to RFP #5111, as stated above, please include the following clarification of information with the original Request for Proposal:

1. **Responses:** There are no restrictions on who can respond to the RFP, both manufacturers and dealers are welcome to respond.
2. **SCC Registration:** Virginia State law requires that any corporation entering into a contract with a public body in Virginia be registered with the Virginia State Corporation Commission. If you are currently registered, it would be good to include verification of the registration with your proposal. If you are not currently registered and want to wait to see if you get an award, that is acceptable also. Virginia does not have a requirement like New Jersey for a Certificate of Employee Information Report or a completed AA302.
3. **Dealers:** If you are a manufacturer, the contract would be with you and you may submit a list of dealers if you desire and also add and remove dealers throughout the contract period.
4. **Bid Categories:** It is not required that you bid on all categories to offer a response.
5. **Evaluation Section 6.6:** If your response is only for a local contract, your scores will be evaluated against only entities in that same category.
6. **Pricing:** Pricing must be based on a standard like a MSRP. The pricing can change during the contract term. The discount percentage will be the same. Pricing percentage off list should be included in the Excel document.
7. **Freight:** It is acceptable to submit supplemental pricing options for freight.
8. **Zones:** They are not set; they are open to you to define.

9. **Needs, 3. Regulatory Requirements and Standards, Page 9:** The sample projects mentioned in the Statement of needs were removed from the RFP.
10. **6.5 Price Escalation for Renewable Terms, Page 11:** It's common practice for manufacturers to have annual list price adjustments. In today's marketplace, it's understood that it could happen more often. In this case Manufacturers are welcome to adjust list prices on an as-needed basis subject to the Lead Agency approval. If an adjustment is warranted, the awarded supplier must provide adequate reasoning and subsequent data to warrant such request.
11. **5.1 Administrative Fees, Exhibit C, Page 48:** The fee for this contract will be 1% from contract award through the entire term. Administrative fees include all products and services offered under the contract.
12. **Exhibit D, Master Intergovernmental Cooperative Purchasing Agreement, Page 56 and Exhibit A, Lead Public Agency Certification, Page 58:** Exhibit A & D are included for reference only and no action is needed by the supplier.
13. **Attachment A, Sample Contract 35. Invoices, P.8:** Orders can be placed with the Manufacturer or the Authorized dealer.
14. **New Product Series & Product Models:** This contract is intended to be an awarded suppliers entire offering in the marketplace. When new product lines and model numbers are introduced, they would be covered under the scope of the contract. However, the Lead Agency must be made aware.
15. **Non-Contract Items:** Non-contract items can be placed on the same purchase order as contract items as long as they are clearly identified as not on contract.
16. **Award Date:** Our hope is to have it awarded within sixty days of the closing/opening date. Implementation with GovMVMT will be 4-6 weeks after contract award.
17. **Dealer Updates:** Dealer changes can be made without approval but must be communicated to VBCPS and GovMVMT, so that it can be made visible online.
18. **Local Response Only:** You must fill out all documents. We will first be evaluating for a national award (3.1.6 – Supplier Response), but if you omit Exhibit B you will be deemed non-responsive as it relates to the National award and subsequently be considered for local award.
19. **Scoring:** There is only one scoring template, so the scoring will be the same.
20. **Converting from Local to National:** If you can adequately satisfy the national qualifications, I would encourage you to provide a national response at time of solicitation. If VBCPS chooses to award locally, that contract will remain local for the term negotiated.

If you have any questions relative to this clarification, you may contact Carla Smith at (757)263-1136 or [Carla.Smith@vbschools.com](mailto:Carla.Smith@vbschools.com).

\_\_\_\_\_  
 Company Name  
 Eric Schroeder  
 Printed Name  
  
 Signature

\_\_\_\_\_  
 08/31/22  
 Date  
 Vice President, Finance  
 Title

# Qualifications and Experience

6.17.1 Qualifications and Experience  
Exhibit A - Questionnaire for National Consideration  
Exhibit B - Supplier Response

## 6.17.1 Qualifications and Experience

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

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

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

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

An organizational chart can be found in Exhibit B, Sales and Marketing, Question 8.

- **Company size and location(s), number of years the Offeror has been in business.**  
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.
- **One page resume and qualifications of the persons offered to perform service.**  
Resume information for team members can be found in Exhibit B, Sales and Marketing, Question 7.
- **Upon award of the contract, the Successful Offeror shall provide VBCPS with a list of their personnel including office, home, pager, and cellular phone numbers so that VBCPS can make emergency contact with the firm if necessary.**  
Contact information for team members can be found in Exhibit B, Sales and Marketing, Question 7.

## 6.17.1 Qualifications and Experience

- Governmental/School experience is preferred. A minimum of five (5) and a maximum of ten (10) references will be provided.

### **State of New Jersey**

Department of the Treasury  
Francisco Gonzales  
P: 609-847-9065

### **TCALC - Topeka USD**

Deana Merryman  
P: 785-295-3035  
E: dmerryman@tps501.org

### **Davis School District**

Joan Tuttle  
P: 801-402-7805  
E: jtuttle@dmail.net

### **Canyons School District**

Gary Hansen  
P: 801-826-5390  
E: gary.hansen@canyonsdistrict.org

### **Hillsborough County Public Schools (K12)**

Ken Gerhart  
P: 813-272-4282  
E: Kenneth.gerhart@sdhc.k12.fl.us

**EXHIBIT A**

**QUESTIONNAIRE FOR NATIONAL CONSIDERATION**

Suppliers are required to meet specific qualifications. Please respond to each qualification statement on this questionnaire.

- 1. Will the pricing for all Products and/or Services offered be equal to or better than any other pricing options it offers to Participating Public Agencies nationally?  
Yes \_\_\_ No X

Pricing for all products and/or services offered will be equal to our nationwide cooperative contracts.

- 2. Does your company have the ability to provide service to any Participating Public Agencies in all 50 states?  
Yes X \*No \_\_\_  
(\*If no, identify the states where you do not have the ability to provide service to Participating Agencies.)

- 3. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 states?  
Yes X \*No \_\_\_  
(\*If no, identify the states where you have the ability to call on Participating Public Agencies.)

- 4. Will your company assign a dedicated Senior Management level Account Manager to support the resulting GovMVMt contract?  
Yes X No \_\_\_

- 5. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with GovMVMt to monitor contract implementation progress?  
Yes \_\_\_ No X

Due to proprietary reasons and confidentiality agreements with our clients and based on the advice of our legal counsel we are unable to disclose the actual number of clients that we provide office furniture, purchasing and service management services in North America, as well as, our top 3 clients. As a basis of reference, we sell to numerous Fortune 500 companies as well as state, local and federal government agencies. The HON Company has the means and processes in place to handle GovMVMt's order needs for both small order and large project requirements. As part of the largest operating unit of HNI Corporation, The HON Company has the ability to leverage resources and manufacturing capabilities of HNI, one of the largest worldwide manufacturers of office furniture.

We can provide detailed reporting on the GovMVMt contract sales.

- 6. Does your company have the ability to provide electronic and ecommerce ordering and billing?  
Yes X No \_\_\_
- 7. Will the GovMVMt contract be your lead public offering to Participating Public Agencies?  
Yes \_\_\_ No X

GovMVMt will be one of our lead cooperative contracts, preferences will be determined by the end customer.

- 8. Check which applies for your company sales last year in the United States:  
\_\_\_ Sales between \$0 - \$25 Million  
\_\_\_ Sales greater than \$25 Million to \$50 Million  
\_\_\_ Sales greater than \$50 Million to \$100 Million  
X Sales greater than \$100 Million

Submitted by:

Eric Schroeder  
 \_\_\_\_\_  
 (Printed Name)  
  
 \_\_\_\_\_  
 (Signature)

Vice President, Finance  
 \_\_\_\_\_  
 (Title)  
 08/31/22  
 \_\_\_\_\_  
 (Date)

**EXHIBIT B**  
**SUPPLIER RESPONSE**

RFP # 5111

Supplier must provide the following information in order for the Lead Public Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies thru GovMVMt.

**A. National Commitments**

1. Please provide a written narrative of your understanding and acceptance of the Supplier Representations and Covenants in Section 1 of this Attachment.

The HON Company has been selling to government agencies for over 30 years; we have a mature, robust, contract portfolio. Some of our contracts have been held by HON for over 15 years. We are well known in the public sector space and are mindful of procurement officers needs to feel comfortable making their own decision on contract selection based upon their procurement needs. We are committed to promoting the benefits the GovMVMt contract offers which differentiate this cooperative from others in the market. HON has the full support of Vice President and General Manager of Sales and Service, Ric Andersen, to help support and grow the GovMVMt contract in the market.

**B. Company**

1. Provide a brief history and description of Supplier, including Supplier's experience in providing similar products and services.

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

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

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

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

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

HON Company has had a long history in marketing and promoting cooperative contracts as a valuable tool to end customers since 2010.

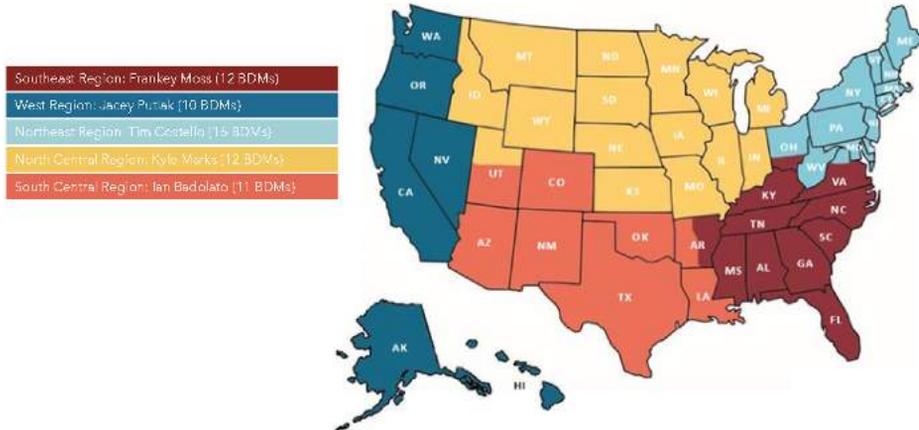
## EXHIBIT B SUPPLIER RESPONSE

RFP # 5111

2. Provide the total number and location of salespersons employed by your company in the United States.

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
2	Atlanta	GA
1	Oriando	FL
1	Miami	FL
1	Richmond	VA
1	Philadelphia	PA
1	Kansas City	KS
3	Chicago	IL
2	Dallas	TX
1	Phoenix	AZ
4	Los Angeles	CA
50	Etc.	Etc.
<b>Total: 65</b>		

Our sales organization consists of over 90 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.



3. Please provide a narrative of how these salespeople would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans if you were awarded the contract.

Sales member types:

Sales Support Specialists: 20

Business Development Managers/Associates: 64

Regional Market Managers: 5

Regional Vice Presidents: 5

Director of Public Sector Sales: 1

VP and GM, Sales and Service: 1

## **EXHIBIT B SUPPLIER RESPONSE**

RFP # 5111

**Sales Support Specialists** - 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. As part of their training, they will understand and support our authorized dealers and sales teams on administrative and selling aspects for the GovMVMT/Virginia Beach City Public Schools contract.

**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 GovMVMT 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, promoting the GovMVMT contract, 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. The cohesive market strategy will include ways we can grow, promote, and work with dealers on the GovMVMT contract. 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 GovMVMT cooperative members and State and Local procurement officials.

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

**EXHIBIT B  
SUPPLIER RESPONSE**

RFP # 5111

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

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

The HON Company realizes that customers occasionally need to view furniture as they determine the best overall solution for their requirements. To help with this, HON maintains several market-based showrooms. These resource centers showcase HON product in real-life applications and offer great visual representations of the HON brand. In these dynamic spaces, customers and dealers can view the best ways to create a space that is inspired and practical. HON resource centers showcase HON's newest offering and act as a complement to our dealer showrooms. HON has resource centers located in the following markets for use by customers:

Muscatine, IA  
New York, NY  
Washington, DC

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 Government Customer Support team is located at the Customer Experience Center in Muscatine, Iowa. The hours of operation are 8 a.m. - 5 p.m. CST, Monday-Friday. The team is available at 800.466.8694 or e-mail [GovernmentSupport@hniworkplacefurnishings.com](mailto:GovernmentSupport@hniworkplacefurnishings.com). Our general customer service line is also available from 7 a.m. - 6 p.m. Monday through Friday CST to ensure support of all time zones.

If there is an urgent issue or an emergency outside of business hours, a HON Business Development Manager or a HON authorized dealer is available to address your needs. In addition, through our HONReady Portal our Business Development Managers and our authorized dealers have access to a wealth of information such as order information, product information, quoting tools, etc. which allows them to answer questions if a Customer Support team member is not available.

5. Provide company annual sales for the three previous fiscal years in the United States. Sales reporting should be segmented into the following categories:

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 20_____, 20_, AND 20_</b>			
<b>SEGMENT</b>	<b>20 SALES</b>	<b>20 SALES</b>	<b>20 SALES</b>
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			

**EXHIBIT B  
SUPPLIER RESPONSE**

RFP # 5111

Private Sector			
<i>Total Supplier Sales</i>			

The HON Company is a wholly owned subsidiary of HNI Corporation; it is our policy to not disclose financial information by brand. HNI Corporation is publicly traded on the New York Stock Exchange under the symbol HNI (NYSE: HNI). HNI Corporation has a financial rating of 5A 1 with Dun & Bradstreet, which is the best available rating. In fiscal 2021, the Corporation had net sales of \$2.2 billion, of which \$1.4 billion or 66% was attributable to office furniture products.

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

2021 \$2,184,408,000  
 2020 \$1,955,363,000  
 2019 \$2,246,947,000

6. For the **proposed products and services included in the scope of your response**, provide annual sales for the last three fiscal years in the United States. Sales reporting should be segmented into the following categories:

<b>SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 20_____, 20_, AND 20_</b>			
<b>SEGMENT</b>	<b>20 SALES</b>	<b>20 SALES</b>	<b>20 SALES</b>
Cities			
Counties			
K-12 (Public/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
<i>Total Supplier Sales</i>			

The HON Company is a wholly owned subsidiary of HNI Corporation; it is our policy to not disclose financial information by brand. HNI Corporation is publicly traded on the New York Stock Exchange under the symbol HNI (NYSE: HNI). HNI Corporation has a financial rating of 5A 1 with Dun & Bradstreet, which is the best available rating. In fiscal 2021, the Corporation had net sales of \$2.2 billion, of which \$1.4 billion or 66% was attributable to office furniture products.

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

2021 \$2,184,408,000  
 2020 \$1,955,363,000  
 2019 \$2,246,947,000

7. Provide a list of your company's ten largest public agency customers, including contact information.

Due to proprietary reasons and confidentiality agreements with our clients and based on the advice of our legal counsel we are unable to disclose the actual number of clients that we provide office furniture, purchasing and service management services in North America. After award and if required, additional information may be provided.

## EXHIBIT B SUPPLIER RESPONSE

RFP # 5111

8. Describe any green or environmental initiatives or policies.

We take our responsibility to the Earth seriously and are committed to sustainable business practices. Our performance in meeting our environmental goals—including pursuing zero waste to landfill, reducing our energy intensity and greenhouse gas (GHG) emissions, sourcing 100% renewable electricity and evaluating 100% of materials and chemical substances in our products for human and ecosystem impacts - demonstrates our commitment to minimizing our environmental footprint.



### Efficient Transportation and Clean Technology:

Transportation is another opportunity for emissions reductions. In 2020, we became an official SmartWay Shipper Partner, and over 95% of our third-party carrier miles annually are with SmartWay Transport partners.

On an ongoing basis, we conduct broad-ranging assessments of our transportation processes to improve load planning, increase backhauls to reduce empty miles, increase our use of rail and intermodal transportation, and more.

To support clean technology, we installed four electric vehicle (EV) charging stations in 2020 at our HNI HQ and Allsteel HQ locations in Muscatine, Iowa. In 2018, we installed two EV charging stations at our Wayland, New York, facility. Our stations are available to employees during work hours and to the general public during off-hours.

### Reducing Packaging Waste:

Our packaging is the first point of contact between customers and our products, and we have set a new goal to eliminate Styrofoam and move to 100% recyclable packaging by 2025. While this goal is in its early stages, Lamex and HNI India have already replaced 42,000 lbs. of Styrofoam with more sustainable solutions, eliminating the material from their operations.

In our U.S. operations, we began to target Styrofoam removal from our furniture packaging. We analyzed where this material was being used and found that 20% of it came from a few parts in our worksurface packaging assemblies. Working with a packaging partner, we found a better way, and we now use easily recyclable polypropylene and high-density polyethylene plastic pieces.

This change led to a more efficient packaging design, quality improvements, and reduced our Styrofoam use by more than 360,000 lbs. annually.



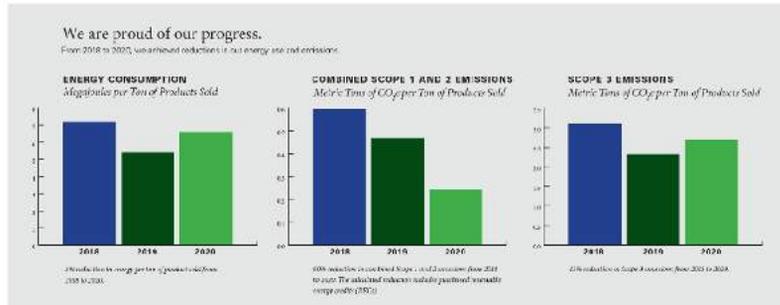
### Carbon Smart Strategy:

Within our operations, we work to better understand the sources of our emissions and identify opportunities to reduce them. HNI participates in the U.S. Department of Energy Better Plants program, allowing us access to tools and best practices to improve energy efficiency, which are helping us achieve our energy and emissions reduction goals.

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We have already implemented initiatives across our operations, resulting in energy reductions. These include LED lighting projects, conversion to electric lift trucks, switching from wet to powder paint systems, implementing process improvements, and more.



### Moving to Zero Waste:

HNI will be moving all facilities to zero waste to landfill by 2030, building upon the goal we set in 2018. In the U.S., since 2018, we have focused our efforts on two sites: Cedartown, Georgia, and our Oak Steel facility in Muscatine, Iowa. At the end of 2020, these sites had achieved more than 80% and 90% waste diversion rates, respectively, an important first step toward our goals.



*Globally, we diverted over 24,700 tons of waste from the landfill in 2020.*

The learnings from these sites have inspired activity across our footprint, and we began the zero-waste-to-landfill process at the majority of our furniture manufacturing facilities. The first step is completing in-depth waste profiles and waste mapping exercise, including the development of solutions for difficult-to-recycle materials such as particleboard, wood waste, paint waste, plastics and others.

### Material Safety and Transparency:

In 2018, we set a goal to evaluate 100% of materials and chemical substances in our products for human and ecosystem impacts and attempt to minimize those impacts through DfE by 2025. In our first phase, we are focusing on the top 40% of our materials by spend, and we are aiming to understand the chemicals included down to 100 ppm for 0.01 percent by weight.

We worked with a third-party partner to perform Life Cycle Assessments (LCAs) and create Environmental Product Declarations (EPDs) for nearly two dozen products across the Allsteel, Gunlocke, HON and Maxon brands. These EPDs go beyond disclosure to communicate the impacts of our products in ways that are easy to understand by customers. With this in hand, we developed an LCA calculator that our Product Development teams use to understand the impacts of each material or product.

Our assessment goal also extends to the chemicals used in our plants. We evaluate the chemicals in our plants against OSHA and other regulatory requirements. In 2020, we participated for the first time in the Chemical Footprint Project (CFP), whose mission is to transform global chemical use by measuring and disclosing data on progress to safer chemicals.

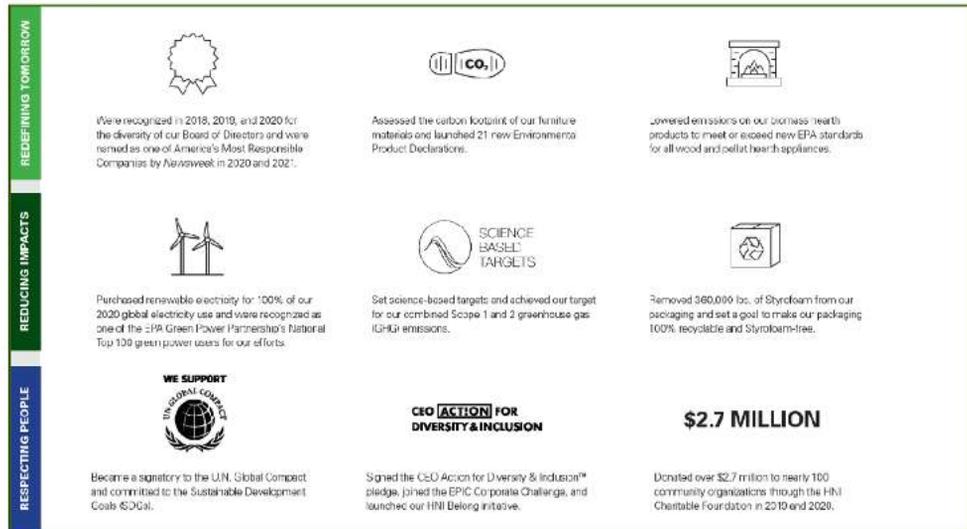


*In all, we studied the life cycle environmental impacts and developed Environmental Product Declarations for 21 products in 2019 and 2020.*

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### Our Progress at a Glance:



9. Describe any diversity programs or partners Supplier does business with and how Participating Public Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a listing of diversity alliances and a copy of their certifications. HON supports diversified partners through our supplier and dealer networks. Specifically, we search and identify potential suppliers and dealer partners that obtain statuses such as Service-Disabled Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Woman-Owned Small Business and HUBZone status. We encourage diversified suppliers to participate in our proposal processes and have a program that measures supplier diversity as defined by the U.S. government. Our business model contains a relatively large proportion of made-to-order business, so it is critical suppliers and dealer partners are a good match for our business needs, as well as meeting the standards of our end customers.

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

10. Indicate if Supplier holds any of the below certifications in any classified areas and include proof of such certification in your response:
- Minority Women Business Enterprise (MBE or WBE)  
 Yes \_\_\_\_\_ No x \_\_\_\_\_
  - Small Business Enterprise (SBE) or Disadvantaged Business (DBE)  
 Yes \_\_\_\_\_ No x \_\_\_\_\_
  - Historically Underutilized Business (HUB)  
 Yes \_\_\_\_\_ No x \_\_\_\_\_

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- d. Historically Underutilized Business Zone Enterprise (HUBZone)  
Yes \_\_\_\_\_ No x \_\_\_\_\_
- e. Veteran Business Enterprise (VBE)  
Yes \_\_\_\_\_ No x \_\_\_\_\_
- f. Service-Disabled Veteran's Business Enterprise (SDVBE)  
Yes \_\_\_\_\_ No x \_\_\_\_\_

If you responded yes to any designations in a-f, please list certifying agency(ies):

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11. Please describe any Affirmative Action Policy your company has in place.

Diversity, equity, and inclusion (DEI) aren't just core beliefs at HNI - they are operational imperatives. Our members speak 16 unique languages in our Muscatine, Iowa, site alone, and we will not allow language or cultural barriers to be an obstacle to the success of our members. We value using each other's differences in experiences and ideas to solve problems and better serve our customers.

In 2020, we began a series of focus groups to better understand the needs of our members, and with this data in hand, we are working to establish the resources and structures needed to support an equitable and inclusive workplace.

Steered by the HNI Belong Executive Council, HNI Belong integrates inclusiveness in our business by recognizing, utilizing, and celebrating our members' unique characteristics and talents. We have rolled out unconscious bias training to our members and will launch additional initiatives to drive awareness and education and measure our progress in this important area. We believe getting to the place of belonging, where all members can contribute their best, is one of the goals of DEI.

Our comprehensive framework focuses on three key areas:

- 1. **LEADERSHIP COMMITMENT AND ALIGNMENT**  
We expect our leaders to live HNI's core beliefs. A key responsibility of our leaders is to build and develop a diverse pipeline of talent, contribute to achieving our goals, and be stewards of our DEI initiatives.
- 2. **DIVERSE TALENT**  
Diverse backgrounds support the foundation of our culture by bringing unique perspectives together to solve business problems requiring creativity, collaboration, and innovation. We will optimize the available internal and external talent pool by attracting, developing, and retaining diverse talent.
- 3. **INCLUSIVE WORKPLACE AND CULTURE**  
Living HNI's core beliefs and creating a community for everyone where all members are welcome and feel valued is important. We value using each other's differences in experiences and ideas to solve problems and better serve our customers.

We believe in promoting member development, actively seeking different perspectives, and supporting HNI's member resource groups.

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### C. Order Processing and Distribution

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing.

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.

The HON Company is dedicated to complete and on-time delivery and 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 the GovMVMT customer to understand their project requirements and delivery needs. Our dealer will facilitate and manage every aspect of the delivery of HON product to ensure an exceptional experience for the GovMVMT customer.

We produce and deliver made-to-order products with industry-leading product on lead times. Our GovMVMT customers can generally expect shipment of their furniture within 30 days following receipt of a complete and accurate order. If the customer's site will not be ready within 30 days, HON can also accommodate a longer lead time for the project.

- Dropship/Dock Delivery - Customers can generally expect delivery within 30 days.
- Inside Delivery - Customers can generally expect delivery within 30-35 days.
- Liftgate Service - Customers can generally expect delivery within 30 days.
- Installation - Customers can generally expect delivery within 30-45 days.

Additional fees may apply for dock delivery, inside delivery, liftgate and installation services. Exceptions to installation services include, but are not limited to, sites 60 miles over main dealer warehouse, prevailing wage, union labor and major metropolitan areas.

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.

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2. In what formats do you accept orders (telephone, ecommerce, etc.)?

HON will be utilizing our nationwide network of authorized dealer partners to provide quoting, ordering, delivery and services to our mutual customers. HON can support orders received directly from the Participating Entity, through our dealer network and through web-based ordering system. Below is an overview of the ordering options:

- **EDI** - Our EDI capabilities support the X12 standards for many different document types. The primary transport mechanism used for these types of documents is a VAN (Value Added Network). In addition to using a VAN, we have several other transport mechanisms in place, including the ability to import files (XML and SIF) through an online web application.
- **Procurement Systems** - HON will support electronic orders from Ariba and has the potential to support other procurement systems as well, if needed. We look forward to reviewing system requirements with you at your request.
- **Online** - HON's online portal is capable of interfacing with e-ordering tools. We can support the following EDI documents: 850 Order; 855 Acknowledgement; 856 Shipment Notification; and 810 Invoicing. HON can also support XML standards for order data transmission. In addition, we can provide a punch-out function from State systems using cXML. Our team will work with each Participating Entity on any custom interfaces.
- **Fax and Email** - Other direct order options include facsimile and email. Your dedicated customer support team will enter these orders into our system upon receipt and in turn provide you with confirmation. We accept credit and P-cards at time of order entry; however, we will not process until the product ships. Standard Invoicing can also be paid by credit cards or EFT, wiring information is included on each invoice.
- **Through an Authorized Dealer** - Orders can be placed with your local HON dealer. Our dealers enter orders electronically through a web-based program. This program allows the dealers to access order information 24/7 and provides real-time order status. Our dealers receive acknowledgments of all orders within 24 hours.

3. Please describe your single system or platform for all phases of ordering, processing, delivery and billing.

HON receives on average 3,000 orders per week from authorized dealers and purchasing entities across the U.S. and internationally. HON has an Order Entry team consisting of six (6) members who are well versed in processing government orders. These members are trained on the details of our government contracts, the information which must be represented on an order, the terms of each government contract and our internal Oracle EBS codes needed to process the order.

HON uses an Order Entry system called Oracle EBS. The GovMVM agreement will be assigned a unique 4-digit code in this system which allows us to accurately isolate and identify all orders placed under the GovMVM agreement. The 4-digit code also aligns to the pricing, product and terms and conditions of each individual state contract ensuring each order receives accurate, real-time, contract pricing. If an authorized dealer is submitting the order on behalf of the Purchasing Entity, they will provide to HON the 4-digit code and contract number at time of order. Should the order be missing this information, our Order Entry team will call the authorized dealer to obtain 4-digit code or the GovMVM contract number tied to the order. If the Purchasing Entity is submitting an order directly with HON, our Order Entry team will obtain the GovMVM contract information from the end customer and enter the order under the appropriate 4-digit code.

The HON Company utilizes two robust systems, Salesforce and Oracle, to track our customer interactions. Oracle is a business operating system that follows the orders from Supply Chain to Distribution. Customer Service team members are required to update this system with notes from every call received by a customer.

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This process allows HON to track the status of the issue, monitor reoccurring issues, share information with internal departments, and resolve issues in a timely manner. Team members and team leaders have access to all conversations noted in both Salesforce and Oracle; this is essential for backup purposes and quality monitoring. Issues can also be escalated to a team leader with all communications documented. HON is driven by the desire to identify the root cause of an issue, find a solution and sustain the process. Managers' review escalated issues to ensure resolution is timely and accurate. Salesforce, a Customer Relationship Management tool, allows us the ability to store and manage our customer's information and email interactions in one central location. The HON Company leverages Salesforce.com as its Customer Relationship Management (CRM) tool to gain a full 360-degree view of our customers. Within this platform, each interaction from a service perspective is tracked and managed by our members as a case. Along with our Customer Support Department, the HON Sales Department is also fully utilizing Salesforce to track and manage interactions with dealers, end-users and purchasing entities to help involve appropriate parties to find quicker and more beneficial solutions to issues.

Our Customer Service team at HON also utilizes the case capability in Salesforce to track response time and accurate resolution for our customers. Along with a customer 360 view, HON can dive into each case to ensure proper follow-up and resolution for the customer and use the tool as a method of coaching and development of our team. The tool also allows us to identify important customer trending on both macro and micro level around product, pricing, damage and other areas of concern.

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.

4. Please state your normal payment terms and any quick-pay incentives available to Participating Public Agencies.

Invoices are created and released at the time of order shipment with payment terms of net 30 days.

5. State which forms of ordering allow the use of a procurement card and the accepted banking(credit card) affiliation.  
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

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

Routing Number: 026009593

Swift Code: BOFAUS3N

CHIPS Number: 0959

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 GovMVM T prior to implementation.

6. Describe how your company proposes to distribute the Products and Services nationwide. The HON Company is committed to a U.S. operating model and has made significant investments in U.S. state-of-the-art manufacturing and fulfillment centers. HON remains focused on manufacturing most of our products in the USA, everything from individual components to complete furniture solutions. The HON Company's manufacturing facilities are strategically located throughout the United States. Our production, national distribution and logistics network supports hundreds of truckloads, seven days a week. We have experience coordinating major projects as well as delivering a single piece of furniture.

The HON Company will utilize our manufacturing and distribution facilities to produce quality products which will be delivered directly to GovMVM T 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 GovMVM T customer in any area.

There are no restrictions on the areas which will be covered by the Agreement. Products and services under this Agreement will be provided to all GovMVM T customers within the Continental U.S. (48 Contiguous), including U.S. territories and outlying areas. For shipments outside the Continental U.S., additional charges and alternate lead times may apply.

7. Identify all other companies that will be involved in the processing, handling or shipping of the Products and Services to the end user. The HON Company Authorized Dealer network is structured to achieve top performance, and it provides the most reliable delivery experience in the industry. We value our Authorized Dealer relationships because we are both working together towards a common goal; to deliver an exceptional experience to our customers. HON enters into an agreement with our Authorized Dealer partners based upon HON's evaluation of the Authorized Dealer's form and method of conducting business, business acumen, capacity to render service with respect to our products, financial stability, and business reputation. All of these characteristics must also fit into HON's business philosophy, atmosphere, and strategies. Authorized Dealers are required to sign commitments that ensure HON servicing levels, standards, and terms and conditions are maintained. Approved Authorized Dealers must be able to provide the following services:
- Necessary internal support structure to effectively manage customer service, project management, design, sales, etc. to support commercial and government customers.
  - Receive purchase orders and review them for conformance to HON's established pricing, discount and freight policies. This also includes verification of quantities and requirements requested by the End User. The Authorized Dealer will contact the End User to work through all discrepancies.
  - Notify The HON Company if there are delays to the project, The HON Company will proactively attempt to reschedule the shipment to avoid product storage; if the need for storage arises, our Authorized Dealer will provide storage related services.
  - Upon receipt of shipment, inspect the contents of the shipment carefully. If shipment is

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made by a HON trailer, the Authorized Dealer must note any damages or shortages on HON's trailer delivery sheet and file a corresponding claim with HON. If shipment is made by common carrier, the Authorized Dealer will note any damage or shortages on the freight bill and request an immediate inspection by carrier.

- Installation professionals will be provided by Authorized Dealers to install the product and ensure the job site is properly protected. All appropriate safety precautions will be followed as well as properly protecting the building and job site to prevent damage.
- Upon completion of the installation, the Authorized Dealer will ensure all debris has been removed and surfaces have been wiped down.
- Authorized Dealers will conduct a final inspection with the End User to ensure furniture has been appropriately placed, without damage, and the space is in move-in condition.
- As requested by HON, the Authorized Dealer will provide end-user orientation for all products.
- The HON Company has a dedicated showroom in four (4) cities, including Chicago, Muscatine, New York City and Washington D.C. HON incentivizes our authorized dealers to invest in a showroom space, however it is not a requirement as an authorized dealer. Many of our authorized dealers have chosen to invest in a showroom, our dealer locator on HON.com allows a customer to search for authorized dealers within their zip code and identifies dealers who have a working or dedicated showroom.

The HON Company has an extensive Authorized Dealer network in all 50 States; there are no States which currently are not covered by a HON Authorized Dealer.

8. Describe how Participating Public Agencies are ensured they will receive the Master Agreement pricing with your company's distribution channels, such as direct ordering, retail or in-store locations, distributors, etc. Describe how Participating Public Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- Ensuring Participating Agencies feel confident they are receiving accurate pricing and products under our Master Agreement is important to HON. There are multiple ways in which we approach compliance, below is an overview of how Participating Agencies can confirm they are receiving products in accordance to the Master Agreement:

### **Through our authorized GovMVMТ dealers:**

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

### **Through Compass (our online pricing tool made available to dealers):**

- Compass provides exact net pricing for eligible GovMVMТ products, based upon order size, discounts, and list prices approved on the GovMVMТ contract. Compass allows dealers the ability to create quick and accurate price quotes for GovMVMТ customers. The Compass tool ensures our dealers can provide agencies with accurate contract pricing and products - reducing the need for agencies to issue modifications. Participating Agencies can request a copy of the Compass quote through our authorized dealer partner or can contact HON directly.
- Contract Summary Document - Our contract summary document provides our dealers with an overview of the GovMVMТ pricing, products and terms and conditions, including an overview of eligible GovMVMТ customers, products approved under our GovMVMТ contract, list pricer in effect, pricing for approved services, product discounts, and ordering instructions. A contract summary document is completed for each individual state that executes a Participating Addendum.

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Through our HON Government Customer Support Team:

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

Through Systematic Parameters (Oracle EBS):

- HON uses an Order Entry system called Oracle EBS. Each GovMVMT participating agreement is assigned a unique 4-digit code in this system which allows us to accurately isolate and identify all orders placed under the GovMVMT agreement. The 4-digit code also aligns to the pricing, product and terms and conditions of each individual state contract ensuring each order receives accurate, real-time, contract pricing. The 4-digit code will support only those products identified as eligible on the GovMVMT contract.

9. Provide the number, size and location of your company's distribution facilities, warehouses and retail network, as applicable.

HON's 8 distribution centers are located within the following cities/states:

Distribution Region	Address	Size (in sq. ft.)
Main Distribution	3000 North Highway 61, Muscatine, IA 52761	200,000
Central Region	200 Oak Street, Muscatine, IA 52761	330,000
Eastern Region	101 Commerce Drive, Mechanicsburg, PA 17050	251,528
Southern Region	907 West Avenue, Cedartown, GA 30125	170,000
Texas Region	1036 Jacobsen Road, Garland, TX 75042	211,396
Western Region	346 North John Glen Road, Salt Lake City, UT 84116	109,428
Western Region	5351 Jurupa Street, Ontario, CA 91761	179,544
Iowa City DC - Phase 1	2500 Hwy 6 East, Iowa City, IA 52240	66,307
Iowa City DC - Phase 2	2500 Hwy 6 East, Iowa City, IA 52240	100,164
Iowa City DC - Phase 3	2500 Hwy 6 East, Iowa City, IA 52240	117,238
Iowa City DC - Phase 4	2500 Hwy 6 East, Iowa City, IA 52240	9,606

10. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, etc.) for each Participating Public Agency.

HON uses an Order Entry system called Oracle EBS. The GovMVMT agreement will be assigned a unique 4-digit code in this system which allows us to accurately isolate and identify all orders placed under the GovMVMT agreement. The 4-digit code also aligns to the pricing and terms and conditions of each individual state contract ensuring each order receives accurate, real-time, contract pricing. As soon as an order is entered under the 4-digit code, HON will have access to the data required by GovMVMT for reporting purposes.

Requests for customized reports will be approved on a case-by-case basis and will need to be sent directly from the Purchasing authority. Orders issued to The HON Company will have detailed customer information, based upon the 4-digit code above we can pull product purchases, spend information, dealer information and shipment timing for a specific end user. If the order is issued to an authorized dealer, HON will work directly with the dealer to obtain the information needed for the customer.

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11. Describe your company's ecommerce capabilities:

We have electronic ordering capabilities which allows for integrated dealers to submit orders, check order status, and receive order documents (e.g., acknowledgement, advanced shipment notification, etc.). We also have eCommerce capabilities for a limited product assortment which will not be utilized for this opportunity.

- a. Include details about your company's ability to create punch out sites and accept orders electronically.

We currently do not have the ability to create punch out sites. As described above, we do have the ability to accept orders electronically via a configure/price/quote (CPQ) system.

- b. Provide detail on your company's ability to integrate with a Public Agency's ERP/purchasing system (Oracle, SAP, Jaggaer, etc.). Please include some details about the resources you have in place to support these integrations.

We have the capability to setup hosted catalogs for Jaggaer and/or Ariba platforms. In addition, we also have integrations available via EDI (FTP/AS2) and API for electronic ordering and ordering documents for dealers who have a trade partner relationship with us. Our Enterprise Integration team supports these integrations as required.

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**D. Sales and Marketing**

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

Our executive sales leadership team, including the VP and GM of Sales and Service and Director of Public Sector, will continue to position this contract within our internal sales teams and our authorized dealer partners as a primary tool within our public sector strategy.

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

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

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

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

- o We will hold meetings with our HON Sales team to review the pricing, product, and key requirements of the contract.
- o We will hold meetings with our Government Customer Support team to review the pricing, product, and key requirements of the contract.

Within one to two weeks from the date of award:

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

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Within one month of award:

- o Our sales leaders will engage GovMVMT leadership to schedule business review meetings.
  - Monthly funnel review at a local level in addition to Quarterly overall review will take place to ensure proper growth where opportunities present themselves.
  - Expected meetings with key customers to include:
    - Overview of GovMVMT contract
    - Explanation of benefits of cooperative purchasing
    - Benefits of HON offering and our “Right to Win”
- o Our Director of Public Sector sales will hold internal meetings with the HON Regional Vice Presidents and Region Market Managers to obtain a status of the authorized dealer partner training and individual dealer market plans.

Within three months of award:

- o Our Director of Public Sector sales will participate in a quarterly review with the GovMVMT Team to review sales results, effectiveness of marketing and sales promotions, identify areas for future targeted activities, etc. These meetings will occur from the inception of the contract on a yearly basis.

HON will continue to support our authorized dealer partners throughout the term of our contract with on-going training, dealer specific sales activities, performance reviews with our dealer principals and key dealer sales representatives, presentations to end customers, etc.

- b. Training and education of Supplier’s national sales force with participation from the Supplier’s executive leadership, along with the GovMVMT team within the first 90 days. The HON Company will develop a strong training program to educate our sales organization on selling the GovMVMT contract. The HON Company will continue to utilize multiple training touch points to educate our sales force on the contract, key strategies, benefits, pricing compliance, 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 GovMVMT contract. Team members are trained to be the experts in contract benefits, eligible products, and needs of GovMVMT members. These individuals are based across the U.S. and in the markets they serve.
2. Provide a detailed 90-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, including, but not limited to:
- a. Creation and distribution of a co-branded press release to trade publications.
  - b. Announcement, Master Agreement details and contact information published on the Provider’s website within the first 90 days.
  - c. Commitment to attendance and participation with GovMVMT at national (i.e. NIGP Annual Forum, etc.), regional (i.e. Regional NIGP Chapter meetings, Regional Summits, etc.) and provider-specific trade shows, conferences and meetings throughout the term of the Master Agreement.
  - d. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by GovMVMT for partner providers. Booth space will be purchased and staffed by Supplier.

## **EXHIBIT B SUPPLIER RESPONSE**

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- e. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement.
- f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- g. Dedicated GovMVMT internet web-based homepage on Supplier's website with:
  - GovMVMT Partners standard logo;
  - Copy of original Request for Proposal, including all addenda;
  - Copy of Master Agreement all amendments between Lead Public Agency and Supplier;
  - Marketing Materials;
  - Electronic link to GovMVMT website including the online registration page;
  - A dedicated toll-free number and email address for GovMVMT.

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

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

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

- o Design and publish advertising pieces in national and regional trade publications
- o Meet with each authorized dealer within the first 60 days of the award date to establish a written sales execution plan that will maximize potential sales efforts with the GovMVMT contract. The business plan will include, but is not limited to: Annual sales volume commitment for the GovMVMT contract, Organization commitment outlining the number of sales representatives the dealership will have accountable for their GovMVMT sales goal, identify targets for business development planning, commitments outlining specific marketing initiatives that each dealership will commit to use in order to engage with, including: e-mail campaigns, special events (open houses, showroom events, customer appreciation events, etc.), and product presentations.

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

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

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

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3. Describe how Provider will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through GovMVMT. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.  
The HON Company will position the GovMVMT contract as a premier contract, offering our government, public sector and non-profit customers the best contract options to help them meet the procurement goals of their respective agencies. We market the GovMVMT contract as an option to our existing government customers through multiple avenues, to include in person meetings, telemarketing campaigns and printed and electronic mailings. HON also works directly with the GovMVMT sales team to train our existing and prospective customers on the benefits of the GovMVMT contract and how our awarded contract meets their procurement needs.
- The HON Company currently holds several cooperative contracts, such as NASPO, OMNIA Partners, BuyBoard, COSTARS, and KCDA which offer varying product, pricing and terms to Public Sector customers. HON is proud to offer our current government customers the opportunity to purchase from the GovMVMT contract.
4. Acknowledge Supplier agrees to provide its logo(s) to GovMVMT and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of GovMVMT logo will require permission for reproduction as well. The HON Company gives permission to GovMVMT to use our logo and will provide both our logo and brand guidelines as requested. In the event of using the GovMVMT logo, we will seek permission for the reproduction as well.
5. Confirm Supplier will be proactive in direct sales of Supplier's Products and Services to Public Agencies nationwide and the timely follow up to leads established by GovMVMT. All sales materials are to use the GovMVMT logo. At a minimum, the Supplier's sales initiatives should communicate:
- a. Master Agreement was competitively solicited and publicly awarded by a Lead PublicAgency
  - b. Pricing Equal to or better than Supplier's Best available government pricing
  - c. No cost to participate
  - d. Non-exclusive

As evidenced by our strong Public Sector sales growth, HON will actively pursue ways to sell our products and services to Participating Agencies as well as continue to promote membership to eligible agencies to join the cooperative. Our sales teams will establish strong relationships with GovMVMT and the success of our teams to grow the contract. As partners, HON will continue to be diligent in our responsiveness to Public Agencies and will ensure timely follow up to leads established by GovMVMT.

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

Your dedicated HON marketing resource, Megan Wadsworth, serves as a direct contact for marketing leadership to contact and strategically plan promotions and initiatives that benefit the GovMVMT contract. Megan can be reached by phone at (563) 299-0492 or email at wadsworthm@hniworkplacefurnishings.com.

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6. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - a. Key features of Master Agreement
  - b. Working knowledge of the solicitation process
  - c. Awareness of the range of Public Agencies that can utilize the Master Agreement through GovMVM T
  - d. Knowledge of benefits of the use of cooperative contracts

The HON Company will develop a strong training program to educate our sales organization on selling the GovMVM T contract. The HON Company will continue to utilize multiple training touch points to educate our sales force on the key features of the agreement, the solicitation process, eligible agencies, key strategies, benefits of cooperative contracts and effective use of the available sales tools. Where appropriate, HON will utilize the tools provided by the GovMVM T organization to further educate our sales organization.

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

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

- a. Executive Support

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

Email: andersenr@honcompany.com

Phone: (563) 506-4554

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

- b. Sales

Andrew Hall - Senior BDM - Cooperatives

Email: hallan@honcompany.com

Phone: (563) 506-8890

Andrew Hall graduated from Bradley University with a degree in Communications and Professional Sales. Andrew started with the HON Company as a member of the sales

**EXHIBIT B**  
**SUPPLIER RESPONSE**

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development program over 6 years ago. Andrew supported a variety of geographic areas and verticals as a member of HON's inside sales team before being promoted to field sales where he was responsible for multi-state coverage. Andrew drove consistent profitable growth in those markets, successfully rising to the position of Senior Business Development Manager where he provided mentorship and strategic influence for the regional sales team. As Senior BDM - Cooperatives, Andrew is responsible for providing the strategic direction and tactical execution of HON's nationwide state & local go-to-market. Upon award of the contract, Andrew will coordinate with HON's internal & external stakeholders to ensure the contract sees sales growth. This cross functional team will include marketing, merchandising, inside & outside sales, training, compliance, and HON's industry leading trade partner network. The success of the GovMVMТ contract will be a vital component of his role.

**c. Sales Support**

Aaron Timm - Category Manager, Public Sector  
Email: timma@hniworkplacefurnishings.com  
Phone: (563) 506 - 5376

Aaron Timm graduated from Iowa State University with a degree in Business Management and Marketing. Aaron started with The HON Company in the Inside Sales department over nine years ago where he learned the ground roots of the organization. From there, he has been in multiple Account Management, Development and Sales roles. As the Category Manager of Public Sector, he is responsible for managing the contract portfolio of HON held contracts and enabling the Sales Team to act upon the defined strategy. Upon award of the contract, Aaron will work 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 Aaron will work with to ensure appropriate resources are provided include Training, Marketing, Internal and External Sales, Contract Compliance and Dealer Partner relationships.

**d. Marketing**

Megan Wadsworth, Channel Marketing Manager  
Email: wadsworthm@hniworkplacefurnishings.com  
Phone: (563) 299-0492

Megan as been with HNI Workplace Furnishings for over 7 years. Megan currently manages the Channel Marketing Team owning the Marketing Strategy and relationship with our national purchasing cooperatives. Specifically, to GovMVMТ, Megan is responsible to work with GovMVMТ's internal members marketing team to develop and execute on marketing campaigns which but are not limited to the following: emails, flyers, brochures, animations, and co-branded collateral. Megan works to ensure HON and GovMVMТ's sales team have the necessary resources to successfully sell the contract and of its benefits.

**e. Financial Reporting**

Dena Bates - Contract Analyst  
Email: contractmanager@honcompany.com  
Phone: (563) 299-2949

Dena Bates will serve as the main contact for the Contracting Administrator. With over 25 years of experience in the office furniture industry, she is a highly skilled and knowledgeable contract analyst with previous roles at HNI as a Financial Analyst, Credit Lead, BST Lead, and Distribution Analyst. Dena is responsible for overseeing the public sector and local government contracts. With her expertise, she can ensure that contracts are analyzed efficiently and effectively.

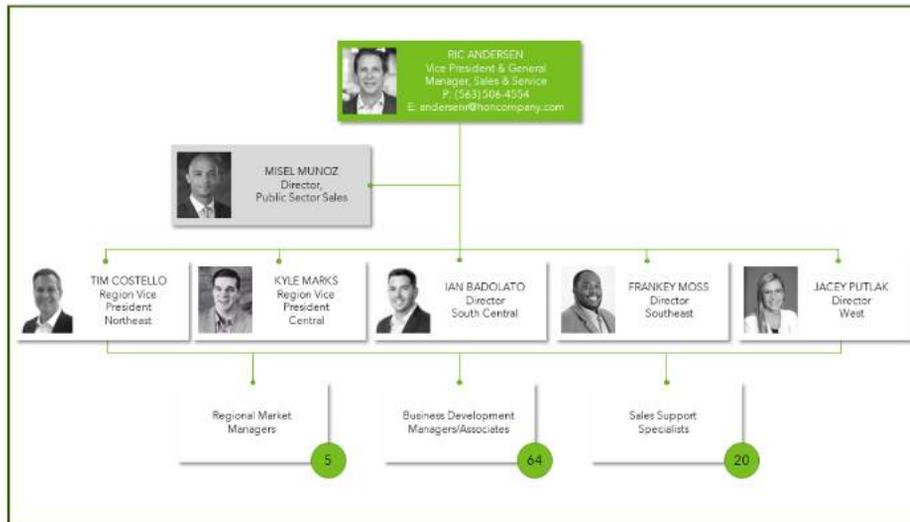
**EXHIBIT B  
SUPPLIER RESPONSE**

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f. **Accounts Payable**  
 Jennifer Curry - Accountant, Accounts Payable  
 Email: [generalledger@hnicorp.com](mailto:generalledger@hnicorp.com)  
 Phone: (866) 514-5882 Option 1  
 Jennifer and the Accounts payable team will be responsible for the admin fee reporting and payment.

g. **Contracts**  
 Dena Bates - Contract Analyst  
 Email: [contractmanager@honcompany.com](mailto:contractmanager@honcompany.com)  
 Phone: (563) 299-2949  
 Dena Bates will serve as the main contact for the Contracting Administrator. With over 25 years of experience in the office furniture industry, she is a highly skilled and knowledgeable contract analyst with previous roles at HNI as a Financial Analyst, Credit Lead, BST Lead, and Distribution Analyst. Dena is responsible for overseeing the public sector and local government contracts. With her expertise, she can ensure that contracts are analyzed efficiently and effectively.

8. Describe how Supplier's national sales force is structured, including contact information for the highest level executive responsible for the sales team.  
 Our sales organization consists of over 100 experienced professionals empowered to serve the needs of our customers. As noted in Section 3.1.B, our sales professionals are aligned to specific regions within the United States. The Organizational Chart below illustrates how our sales regions are structured along with the contact information for Ric Andersen, our Vice President & General Manager, Sales & Service.



9. Explain how your company's sales team will work with the GovMVMT team to implement, grow and service the national program.  
 At HON, your success is our success. We are committed to the role that GovMVMT will play in our market share strategies. We will work closely with GovMVMT team to understand and leverage the strengths of our two organizations. HON will partner with the GovMVMT team throughout all levels of the organization, examples of successful collaboration include:

- o Strategy meetings with the Strategic Development Partners to create focused sales initiatives for a targeted Participating Agency segment; these initiatives will be supported

**EXHIBIT B  
SUPPLIER RESPONSE**

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by our mutual sales and marketing teams.

- Areas of Opportunities for growth to evaluate will include:
  - 1) K-12 Segment: The HON Company is currently launching new, innovative, practical solutions for the classroom space for existing and new customers looking to modernize and bring their districts to the 21st Century Learning styles. The HON Company has invested in a tool that identifies all school districts that have active bond money to execute these efforts.
  - 2) Cities & Counties: As part of an overall broadened strategy with Public Sector, we will start to create and execute a vision to engage with key cities and counties that GovMVMT will be the forefront leader on. We will highlight cooperative purchasing and the benefits of buying on GovMVMT contract.
- Our Marketing teams will continue to collaborate on development of effective materials which will enhance customers understanding of the contract and share our mutual value proposition. These materials will be targeted to the types of customers listed above.
- Our Sales teams will continue to have a multi-faceted approach to sales by leveraging our nationwide network of dealers and directly targeting eligible Participating Agencies. The lines of communication between our sales organization have been strong throughout our long history and will continue to be a vital part of our mutual success.

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

10. Explain how your company will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc. The GovMVMT contract will be supported throughout our organization; our sales, marketing, customer support, merchandising and contract teams are key departments focused on the success of our contract. Our internal contract team ensures the compliance and support of our contract, they will work directly with GovMVMT to ensure our contract reflects the most up-to-date pricing, products and services offered by HON. Our contract team has created standard processes and workflows within our organization to allow for product, pricing, dealer updates, etc. to be submitted timely and per the requirements of the contract. Updates to our contract are announced via a marketing email communication to our sales and dealer network.

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

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

**EXHIBIT B**  
**SUPPLIER RESPONSE**

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11. While it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement. Describe your company's strategies under these options when responding to a solicitation.
- a. Respond with Master Agreement pricing (Contract Sales reported to GovMVMT).
  - b. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales are reported as contract sales to GovMVMT under the Master Agreement.
  - c. Respond with pricing higher than Master Agreement online in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract sales are not reported to GovMVMT).
  - d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

HON will work with the agencies as they issue their own solicitations. Should an agency not require the sale be under the GovMVMT contract, HON will use commercially reasonable efforts to have price parity among this Master Agreement and the agency's solicitations provided the product mix, competitive conditions, terms and conditions and geographical scope are the same as further outlined in this response.

12. Describe your company's sales goals for this Contract if awarded the Master Agreement, including targeted dollar volume by year:
- \$ \_\_\_\_\_ .00 in year one
  - \$ \_\_\_\_\_ .00 in year two
  - \$ \_\_\_\_\_ .00 in year three

Through our partnership, HON will aggressively focus on growing sales under the GovMVMT contract consistently year-over-year; it is our intention to build success with the new awarded contract. At this time, The HON Company has chosen to not provide a minimum guarantee for each year and will be responsible for the administration fees based on the actual Contract Sales.

## EXHIBIT B SUPPLIER RESPONSE

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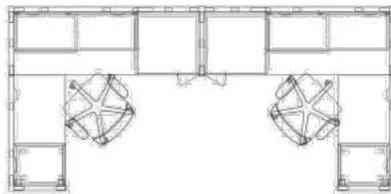
### E. Additional Information

1. Please use this opportunity to describe any other offerings your organization can provide that you feel will provide additional value and benefit to a Participating Public Agency.

#### HON Design Studio

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

- Plan & Specify  
The DS team assists our dealers in creating professional design packages including furniture plans using CET Designer, 3-4 line drawings and a complete bill of materials/parts lists. These provide our customers a complete overview of their furniture projects.
- Audit  
Auditing services are also available through our DS team to help provide you with the peace of mind, knowing that your drawings and parts lists are complete and accurate. A HON Interior Designer will verify quantities, product compatibility and structural integrity.
- Value Engineering  
To help our customers optimize their furniture layouts with cost saving product suggestions, our DS teams provide value engineering options and suggestions.
- Rendering  
To help our customers visualize their furniture including fabrics and finishes, the DS team will provide realistic renderings. These help customers see what their furniture installation will look like, even before it's ordered.
- Virtual Live Design  
Create a unique and elevated customer experience through online project collaboration with trade partners and customers using HON talent, CET Designer, and Microsoft Teams.
- 2D VR Experience  
Self-guided virtual project tours meant to help customers visualize their space and HON solutions. Built off of a Plan & Specify project leveraging the HON and Yulio Jump CET extensions.
- 3D VR Experience  
Curated and guided virtual project tours with VR goggles that immerse customers into their space and HON solutions. Built off a Plan & Specify project leveraging the HON and Yulio Jump CET extensions



*Plan & Specify*



*Rendering*

#### Tailored Solutions

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

## **EXHIBIT B SUPPLIER RESPONSE**

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- Special Laminates  
Special laminates include requests for laminates not available as part of HON's standard offering
- Dual Fabric Applications  
Use a dual fabric application request when the product is to be produced with more than two fabrics (e.g., fabric on the seat is different than the fabric on the back for a chair).
- Special Paints  
If the product solution a GovMVMt member is looking for includes using a competitor's paint color, the Tailored Solutions team would be able to assist with trying to accommodate this request.

### **GovMVMt Dedicated Webpage**

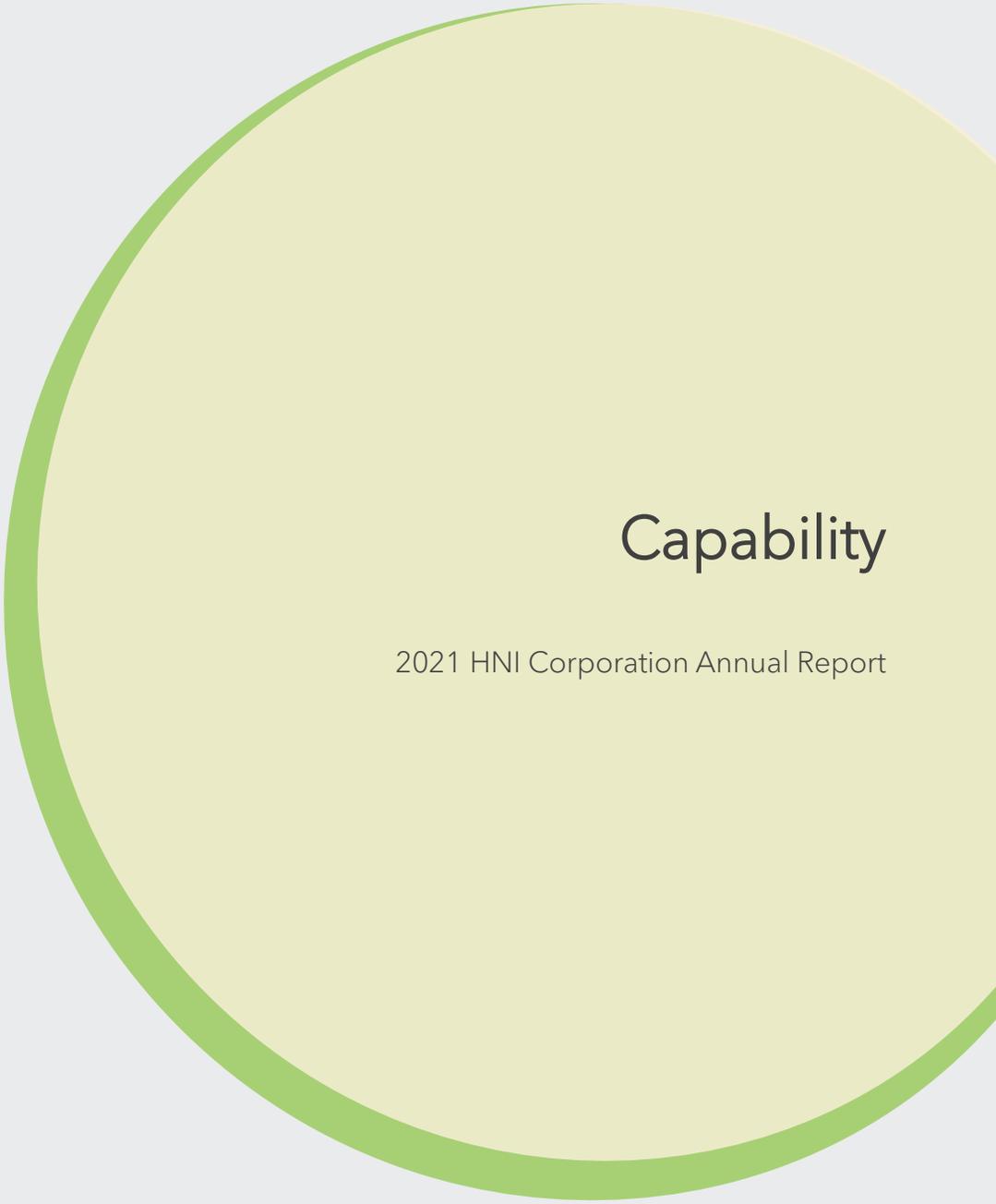
To help provide GovMVMt members with easy access to ordering and contracting information, a dedicated GovMVMt webpage on hon.com was created. This dedicated page includes terms of the contract, information on how to place an order with HON, and easy access to all our HON GovMVMt dealers.

### **HON Chair Chooser Tool**

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

### **HON Product Configurator**

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



# Capability

2021 HNI Corporation Annual Report

# Capability

The HON Company has the resources and personnel available to respond and fulfill the needs of VBCPS and PPAs for contracted services on an as needed bases. Please see Exhibit B, Company, questions 2, 3 and 4.

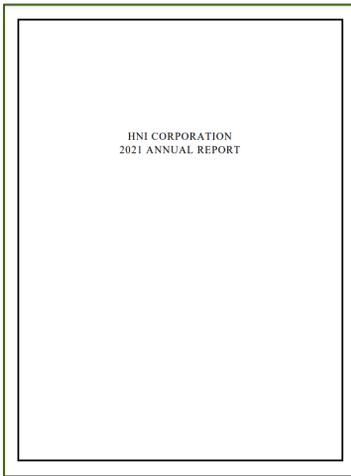
The HON Company is a wholly owned subsidiary of HNI Corporation; it is our policy to not disclose financial information by brand. HNI Corporation is publicly traded on the New York Stock Exchange under the symbol HNI (NYSE: HNI). HNI Corporation has a financial rating of 5A1 with Dun & Bradstreet, which is the best available rating. In fiscal 2021, the Corporation had net sales of \$2.2 billion, of which \$1.4 billion or 66% was attributable to office furniture products.

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

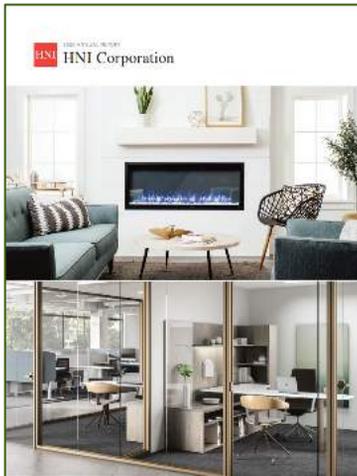
2021	\$2,184,408,000
2020	\$1,955,363,000
2019	\$2,246,947,000

## HNI Corporation Annual Reports

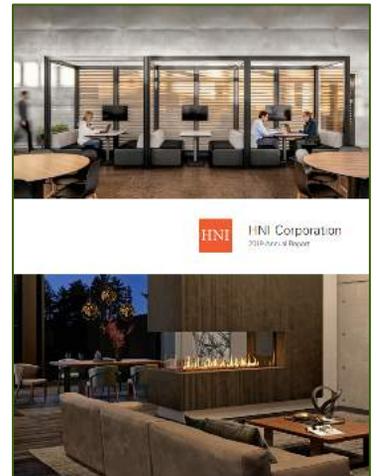
Please click on the images below for a pdf copy of the Annual Report.



2021 Annual Report



2020 Annual Report



2019 Annual Report



# Project Methodology

Project Management Approach

# Project Management Approach

HON sets expectations at the beginning of each project, following the Project Management Institute's five-phase process: initiating, planning, executing, monitoring and controlling, and close-out. We implement milestone scheduling to ensure all parties directly and indirectly involved understand and can attain targeted deadlines. These high-level milestones guide further detailed installation, delivery, and implementation schedules that we establish to manage all sub-contractors involved under our purview. The following activities describe the fundamental tasks within our Project Management process.

## Initiating

**Define the project scope:** Review all processes and work required to complete the project successfully.

**Develop a plan:** Develop a plan that allows us to manage the project scope by defining and controlling what is and is not included in the project.

**Identify team members and stakeholders:** Assemble cross functional project team and identify initial roles and responsibilities.

**Project Deliverables:** Confirm project deliverables and obtain understanding of project acceptance criteria that are used to formally sign off and accept the project.

**Prepare initial project schedule including key milestones:** Estimate preliminary project activities and required resources to successfully complete the work of the project in the planned time frame.  
**Set initial project budget:** Develop initial budget for all required product, project activities and resources required to complete the project scope.

**Consider risks and constraints:** Collaborate with project team members and stakeholders to identify risks and constraints that may impact project deliverables.

## Planning

**Conduct formal project kick-off meeting:** formally review and assign roles and responsibilities to all project team members; review project schedule, resources and budget and obtain acknowledgment from each team member of understanding their role and responsibility and project deliverables.

**Communication:** Understand and establish the communication expectations of all project stakeholders; define the communication responsibilities, procedures and methods, as well as issue all contact information.

**Develop detailed schedule of deliverables:** Use the Gantt chart to highlight deliverables and key milestones and create a project baseline for progress and performance reporting.

**Determine installation requirements:** Review project plan with installation contractor and identify installation requirements. This review includes, but is not limited to product specification, phasing, packaging, installation training needs, staffing plans, and any special tool and equipment needs.  
**Identify wiring and cabling requirements:** Review project plan with wiring and cabling contractors and identify requirements. This review includes wiring schematics, cabling capabilities, furniture integration, installation sequence, schedule, and manpower requirements.

# Project Management Approach

Prepare quotes for product, installation, and service requirements: Work closely with the appropriate project team member to generate final quotes, if applicable.

Direct cross-functional team: Assemble and lead cross-functional teams, including, but not limited to Engineering, Procurement, Manufacturing, Operations, Flow and Quality. Assign tasks and deadlines to ensure a successful project execution.

Identify risks and develop mitigation plan: Determine which risks may affect the project. Assess risks by their probability of occurrence and impact. Develop options and actions to enhance opportunities and reduce threats to project objectives. Implement risk response plan.

Review invoicing requirements: Obtain customer's invoicing requirements and work closely with appropriate team members to develop and implement an effective and timely invoicing process.

## **Executing**

Obtain purchase order: Establish milestone date for receipt of purchase order and ensure timely order process to meet project objectives.

Evaluate order phasing: Confirm order sequencing and phasing with project team and conduct optimization and efficiency studies for product packaging, delivery and installation process. Work closely with appropriate project team member(s) to establish clear expectations to meet project objectives.

Direct and manage project execution: Ensure the timely completion of all projects tasks defined in project management plan to achieve the project's objectives. Manage the implementation of all approved changes and report project process.

Schedule and conduct weekly project meetings: Schedule weekly project status meetings with all project stake holders. Report completed tasks and review upcoming tasks to ensure project execution. Distribute project information, including, but not limited to meeting minutes, project progress and performance reports.

Manage communication plan: Ensure the timely and appropriate generation, collection, distribution, storage, retrieval of project information to all project stakeholders.

Conduct on-going site visits: Schedule regular site visits to monitor project progress inspect quality of furniture installation and check third part contractor's work to ensure successful integration of wiring and cabling.

Finalize delivery and installation schedules: Make final adjustments to the delivery and installation schedules and update Gantt chart accordingly. Distribute final project plan to all project team members.

## **Monitoring & Control**

Monitor/Control project schedule, resources and budget: Track, review and adjust the progress and performance of the project.

# Project Management Approach

Manage and control project changes: Identify any areas in which changes to the project plan are required and initiate the appropriate changes through the formal project change process.

Prepare change orders: Use standard project change process and forms to document changes and record cost impact. Distribute completed change order forms to appropriate project team members for approval and implementation.

Document and communicate all project information: Document and distribute all required information to all project stakeholders as outlined in the project communication plan.

Document key issues: Document, distribute and manage the timely resolution of all identified issues through our official issue tracking process. Ensure timely resolution of all issues by assigning urgency, potential impact, owner and target date.

Monitor and control project risks and quality plan: Track identified risks and risk response plan and identify any new risks throughout the project. Monitor quality and ensure adherence to quality standards and expectations.

Measure and report performance: Collect and distribute project performance information, including but not limited to status reports, progress measurements, and forecasts. Compare project baseline against actual information to understand and communicate project progress and performance.

## Close-Out

Complete punch list process: Ensure standard punch process is accepted and utilized in identifying and documenting agreed upon deficiencies. Participate in punch walk through and project acceptance process with appropriate project team member(s). Ensure timely resolution of all open punch list items by assigning owner and target date.

Training: Schedule and complete product and end user training sessions. Provide technical support for product demonstrations and orientations, as necessary.

Submit final close-out documents: Provide established project closeout package including, but not limited to warranty information, assembly instructions, maintenance documents and as-built drawings.

Conduct close-out meeting: Schedule a final project close-out meeting to ensure completion of all project activities and contractual obligations to include post project review and lessons learned.

Obtain customer feedback information, document, and distribute any potential improvement opportunities to the appropriate project team members.

Obtain file project acceptance: Confirm that all project work is complete and formally obtain project acceptance and sign off.

# Price

Attachment B - Pricing Spreadsheet  
Attachment B - The HON Company Price List Links  
HON NOW Proposal Letter  
Order to Delivery Information

# Attachment B - Pricing Spreadsheet & Price Lists

## Pricing Spreadsheet

Attachment B - Pricing Spreadsheet has been uploaded to the DemandStar website as requested in the written Request for Proposal.

## HON Price Lists

Please click on the images below for access to our Workspaces and Shared Spaces price lists.. Hard copies can also be provided as requested.



HON May 1, 2022 Workspaces Price List



HON May 1, 2022 Shared Spaces Price List

# Discount Matrix by Product Category & Series



## Contract 5111

Tier	Total Order at List	Systems & Pedestals	Vertical & Lateral Files, Storage	Tables, Desking, Caseworks	HON Branded Seating	HON 5 Year Warranty	Education	South High-Back Patient Chair
1	\$0 - \$25,000	64.70%	55.40%	53.30%	53.30%	55.30%	53.30%	51.30%
2	\$25,001 - \$75,000	65.70%	56.40%	55.00%	55.00%	56.40%	55.00%	52.30%
3	\$75,001 - \$150,000	67.90%	63.70%	59.60%	59.60%	58.50%	56.50%	54.50%
4	\$150,000 & Above	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
		Product Series	Product Series	Product Series	Product Series	Product Series	Product Series	Product Series
		Abode Systems Abound Systems Accelerate Systems Brigade Pedestals Empower Flagship Pedestals Systems Accessories Healthy Workplace Screens & Stackers	210 Vertical Files 310 Vertical Files 510 Vertical Files Brigade Laterals Brigade Shelf File & Overfiles Brigade Steel Bookcase Brigade Storage Cabinets Contain Flagship File Centers Flagship Laterals Flagship Storage & Bookcases Fuse Storage Accessories Storage Islands	10500 Series Laminate Desking 10700 Series Laminate Desking 34000 Series Desking 38000 Series Desking 94000 Series Laminate Desking Arrange Between Birk Tables Build Makerspace Build Tables Concinity Flock Gravitation Hospitality Huddle Mentor Desking Metro Desking Motivate Preside Scramble Occasional Tables Utility Tables Valido Laminate Desking Voi Laminate & Veneer Desking Workwall	Accommodate Astr Collaborative Work Cambria (2150/2160) Ceres Cipler Cliq Cofi Comfortask (5900) Convergence - HCT1MM Endorse Flock Gateway Grove GuestStacker (4030) High Density Olson Stacker (4040) Ignition Invitation (2210) Mav Single Lounge Mert Seating Motivate Nucleus Pagoda (4070) Park Avenue Perpetual Pillow-Soft (2090/2190) Ruck Wood Café Skip Solutions Seating (4000) Solve Soothe Versant Volf (5720) West Hill	Coordinate Height Adjustable Bases HVL712	Revel SmartLink Tangram	Soothe



Make your space work.

August 29, 2022

Carla Smith, CPPO, CPPB  
Procurement Officer  
Virginia Beach City Public Schools  
Office of Purchasing Services

RE: HON NOW Program for Virginia Beach City Public Schools Solicitation Number: 5111

Dear Ms. Smith,

The HON Company is excited to request the addition of the HON NOW quick ship program with our RFP response. HON NOW offers a comprehensive product offering to meet your office furniture needs while keeping speed as a priority. HON NOW is designed to deliver on average in 10 business days. Below are the specific details of the program HON is offering to Virginia Beach City Public Schools, GovMVM and participating agencies:

- HON NOW program orders shall be based upon the HON NOW commercial program terms and conditions.
- Orders using the NOW quick ship program will be based off of the HON Commercial List Price in effect at time of order
- The HON NOW commercial program list prices and product assortment may be revised at any time, and all such revisions are incorporated by reference herein without need to formally amend this agreement
- NOW is one quick-ship program with two delivery speeds:
  - NOW Next Lane delivers on average within 10 business days
  - NOW +Speed delivers in 5 days
- Delivery occurs within 10 business days upon HON's receipt of a "clean" order – a "clean" order meets the terms of the program and has all the necessary information needed to successfully process
- Discounting off list price for any order is as follows for each option:

HON NOW Delivery	Standard Delivery (Dockside Delivery)	Inside Delivery (No Installation)	Full Service (Delivered & Installed)
HON NOW - Systems	64.7%	61.7%	58.2%
HON NOW + Speed - Systems	58.3%	54.8%	50.6%
HON NOW - All Other Product	51.1%	47.0%	42.1%
HON NOW + Speed - All Other Product	44.5%	39.8%	34.3%

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

Sincerely,

Eric Schroeder  
Vice President, Finance

The HON Company

hon.com

# HON



**ORDER TO DELIVERY**  
Better Experience. Better Profits.





## HON Standard Services

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

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

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

Applicable to all order types



**Prior to Order Submission**

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

**At Order Submission**

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

**Last Shipment Revision Date (LSRD)**

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

**At Delivery**

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





**Enhanced Services**  
Effective 4/1/19

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

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

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



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

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

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

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

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

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

**Customer** – Refers to resellers of HON products.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Receiving Location Standards** – “Ship to” site must have receiving dock, able to accept 53’ trailers and have manpower and equipment available for unloading.

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

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

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

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

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

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

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

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

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

**Standard Service**

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

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

**Enhanced Service**

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

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



# Exhibit F

Federal Funds Contract Provisions

## EXHIBIT F FEDERAL FUNDS CONTRACT PROVISIONS

Participating Public Agencies may choose to utilize federal funds to purchase under the Master Agreement. This Exhibit includes language that meets the requirements of Appendix II to the Federal Uniform Guidance. **Complete this Exhibit F and submit as part of your response.**

### DEFINITIONS

**Contract:** A legal instrument by which a FEMA award recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award. A contract, for the purposes of this Exhibit, does not mean a federal award or subaward. The term “Contract” is interchangeable with the term “Master Agreement.”

**Contractor:** Contractor means an entity that receives a contract. The term “Contractor” is interchangeable with the term “Supplier.”

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

**Federal awarding agency:** The federal agency that provides a federal award directly to a non-Federal entity (NFE).

**Federal Emergency Management Agency (FEMA):** FEMA’s statutory mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. Among other things;

- FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; ten Regional Offices, Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).
- FEMA administers numerous assistance programs annually for on a regular basis to increase the Nation’s preparedness, readiness and resilience to all hazards. These assistance programs are typically available to NFEs including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.
- Each program is governed by the applicable federal law, regulations, executive orders and FEMA program-specific policies. As the Federal awarding agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with NFEs that receive FEMA financial assistance, consistent with the requirements at 2 CFR Part 200.

**Federal award:** The financial assistance that an NFE receives either directly from a federal awarding agency or indirectly from a pass-through entity. In this Exhibit, the term is used interchangeable with “FEMA Award”, “grant”, and “financial assistance.”

**Non-Federal Entity (NFE):** A state, local government, Indian Tribe, Institution of Higher Education, or eligible private nonprofit organization that carries out a federal award as a recipient or subrecipient.

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

**Recipient:** An NFE that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. A recipient is responsible for administering the federal award in accordance with applicable federal laws. Examples of recipients include state, local governments, Indian tribe, or territorial governments.

**Pass-through entity:** A recipient that provides a subaward to a subrecipient to carry out part of a federal program is known as the pass-through entity. Pass-through entities are responsible for processing subawards to subrecipients and ensuring subrecipient compliance with the terms and conditions of the FEMA award agreement.

**Simplified Acquisition Threshold (SAT):** Simplified acquisition threshold means the dollar amount below which an NFE may purchase property or services using small purchase methods. NFEs adopt small purchase procedures to expedite the purchase of items costing less than the simplified acquisition threshold. The federal SAT is set by the FAR at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of June 2018, the federal SAT is \$250,000 but is periodically adjusted for inflation.

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

**Subrecipient:** An NFE that receives a subaward from a pass-through entity to carry out part of a federal program but does not include an individual that is a beneficiary of such program.

**Uniform Guidance:** The series of regulations found at 2 CFR Part 200 that establishes Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards to NFEs. The Uniform Rules are referred to by several names throughout this Exhibit. Some of the names include standards, requirements, rules, and regulations.

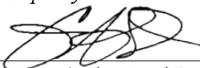
**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

The following certifications and provisions may be required and apply with a Participating Public Agency spends federal funds for any purchase resulting from this procurement process. Pursuant to 2 CFR § 200.237, all contracts, including small purchases, awarded by the Participating Public Agency and the Participating Public Agency's Contractors and Subcontractors shall contain the procurement provisions of Appendix II to CFR Part 200, as applicable, **when federal funds are utilized on a project. It is the responsibility of the authorized Participating Public Agency to notify the Contractor if federal funds will be utilized to procure items under this contract and/or purchase order prior to Contractor's acceptance of the order.**

**APPENDIX II TO 2 CFR 200**

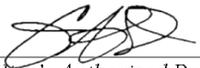
1. **Remedies.** Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which a Non-Federal Entity ("NFE") may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address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

*Pursuant to this Federal Rule, 1, Remedies, above, when a Participating Public Agency spends federal funds, the Participating Public Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

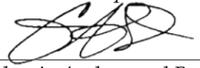
2. **Termination for Cause and Convenience.** Contracts for cause and for convenience by the grantee or subgrantee, including the manner by which it will be carried out and the basis for settlement. This applies to contracts that are more than \$10,000.

*Pursuant to this Federal Rule, 2, Termination for Cause and Convenience above, when a Participating Public Agency spends federal funds, the Participating Public 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 Supplier or for convenience as detailed in the terms of the contract.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" must include the equal opportunity clause found in 2 CFR Part 200.

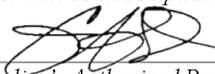
*Pursuant to this Federal Rule, 3, Equal Employment Opportunity above, when a Participating Public Agency spends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

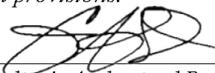
4. **Davis-Bacon Act.** When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week. The NFE must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The NFE must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act. According to 29 CFR § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. The NFE must and hereby includes the provisions at 29 CFR § 5.5(a)(1)-(10) in full into all applicable contracts and all applicable contractors must include their provisions in full in any subcontracts.

*Pursuant to Federal Rule, 4, Davis-Bacon Act above, when a Participating Public Agency spends federal funds during the term of the award for all contracts and subcontracts for construction or repair, Supplier will be in compliance with all applicable Davis-Bacon Act provisions.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

5. **Copeland "Anti-Kickback" Act.** The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed. This Act prohibits each contractor and subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback" Act to FEMA. The contractor shall comply with 18 U.S.C § 874, 40 U.S.C § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

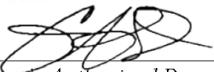
*Pursuant to Federal Rule, 5, Copeland "Anti-Kickback" Act, when a Participating Public Agency spends federal funds during the term of the award for all contracts and subcontracts for construction and repair, Supplier will be in compliance with all applicable Copeland "Anti-Kickback" Act provisions.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

6. **Contract Work Hours and Safety Standards Act.** Where applicable, all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 CFR § 5.2. These requirements do not apply to the purchase of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

*Pursuant to Federal Rule, 6, Contract Work Hours and Safety Standards Act above, when a Participating Public Agency spends federal funds, Supplier certifies that Supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Public Agency resulting from this procurement process.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

7. **Rights to Inventions Made Under a Contract or Agreement.** This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental or research work under that funding agreement, then the NFE must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA. The regulation at 37 CFR § 401.2(a) defines funding agreement as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, development, or research work under a funding agreement as defined in this paragraph.

*Pursuant to Federal Rule, 7, Rights to Inventions Made Under a Contract or Agreement above, when federal funds are spent by a Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier agrees to comply with all applicable requirements as referenced in this Federal Rule.*

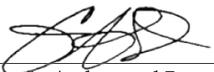
  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

8. **Clean Air Act and Federal Water Pollution Control Act.** For contracts over \$150,000, contractors must agree to comply with all applicable standards, orders or regulations issued

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

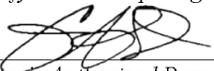
pursuant to the Clean Air Act, as amended, 42 U.S. C. § 7401 and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA. Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

*Pursuant to Federal Rule, 8, Clean Air Act and Federal Water Pollution Control Act above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier agrees to comply with all applicable requirements as referenced in this Federal Rule.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

- 9. Debarment and Suspension.** For all contracts and subcontracts (see 2 CFR § 180.220), an award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

*Pursuant to Federal Rule, 9, Debarment and Suspension above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of the award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that none of its principals or its affiliates are debarred, suspended, or otherwise excluded, or ineligible from participation by any federal department or agency. If at any time during the term of the award the Supplier or its principals or affiliates become debarred, suspended, or otherwise excluded, or ineligible by any federal department or agency, the Supplier will notify the Participating Public Agency.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

- 10. Byrd Anti-Lobbying Amendment.** Contractors that apply or bid for an award of more than \$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 employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

*Pursuant to Federal Rule, 10, Byrd Anti-Lobbying above, when federal funds are expended by Participating Public Agency, the Supplier certifies that during the term and after the awarded term of an award for all contracts by Participating Public Agency resulting from this*

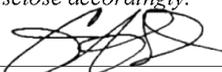
**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

*procurement process, the Supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment. The undersigned further certifies:*

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

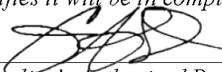
*If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal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

*The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (Including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) exceeding \$100,000 and that all subrecipients shall certify and disclose accordingly.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

- 11. Procurement of Recovered Materials.** Contractors must comply with Section 6002 of the Solid Waste Disposal Act when the purchase price is greater than \$10,000. In the performance of this contract, Contractor shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guiding-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

*Pursuant to Federal Rule, 11, Procurement of Recovered Materials above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies it will be in compliance with Section 6002 of the Solid Waste Disposal Act.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

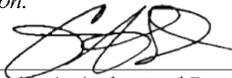
- 12. Prohibition of Contracting for Covered Telecommunications Equipment or Services.** Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 CFR § 200.216, as implemented by FEMA Policy 401-143-1,

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

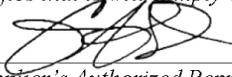
- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contract with entities that use covered telecommunications equipment or services as a substantial or essential component or any system, or as critical technology as part of any system.

*Pursuant to Federal Rule, 12, Prohibition of Contracting for Covered Telecommunications Equipment or Services above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that it will comply with this Prohibition.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

13. **Domestic Preferences for Procurements.** As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For the purposes of this clause, produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

*Pursuant to Federal Rule, 13, Domestic Preferences for Procurements above, when federal funds are spent by Participating Public Agency, the Supplier certifies that during the term of an award for all contracts by Participating Public Agency resulting from this procurement process, the Supplier certifies that it will comply with this Domestic Preference for Procurements.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

14. **Access to Records.**

*When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies that it agrees to provide Participating Public*

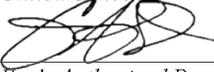
**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

*Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpt, and transcriptions.*

*The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.*

*The Supplier agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.*

*In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Participating Public Agency and the Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

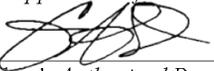
**15. Changes to Contract.**

*When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies that it understands that changes by either the Participating Public Agency or Supplier can be made to alter the method, price, or schedule of the work without breaching the contract provided such changes are mutually agreed to. The applicability of such changes may depend on the nature of the contract and the procured item(s) or service(s) and Participating Public Agency should consult with servicing legal counsel to determine how contract changes are permissible under applicable state, local, or tribal laws or regulations.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

**16. DHS Seal, Logo, and Flags.**

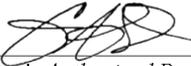
*When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies it will not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier certifies that subcontractors will also comply with this provision.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

**17. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding.**

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

*When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

**18. No Obligation by Federal Government.**

*When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies the federal government is not a party to this contract and is not subject to any obligations or liabilities to the Participating Public Agency, Supplier, or any other party pertaining to any matter resulting from the contract.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

**19. Program Fraud and False or Fraudulent Statements or Related Acts.**

*When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier acknowledges that 31U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this contract.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

**20. Affirmative Socioeconomic Steps.**

*When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies that if subcontracts are to be let, Supplier is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.*

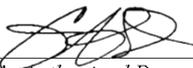
  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

**21. Copyright and Data Rights.**

*When federal funds are spent by a Participating Public Agency for any contract resulting from this procurement process, Supplier certifies for "License and Delivery of Works Subject to*

**EXHIBIT F**  
**FEDERAL FUNDS CONTRACT PROVISIONS**

*Copyright and Data Rights," that Supplier grants to the Participating Public Agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the Participating Public Agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon nor before the completion of this contract, the Supplier will deliver to the Participating Public Agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Participating Public Agency.*

  
\_\_\_\_\_ agrees  
(Initial of Supplier's Authorized Representative)

**Supplier agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Supplier certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Company Name: The HON Company LLC

Address, City, State, Zip Code: 200 Oak Street, Muscatine, IA 52761

Phone: 800-466-8694

Fax: 563-272-5859

Printed Name of Authorized Signer: Eric Schroeder

Email address of Authorized Signer: HNIGoyContracts@hnicorp.com

Signature of Authorized Signer: 

Date: 08/31/22

**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)  
SPECIAL CONDITIONS**

Awarded Suppliers may need to respond to work that is being funded in whole or in part with emergency assistance provided by FEMA. Emergency assistance may be due to situations including, but not limited to, water damage, fire damage, biohazard cleanup, sewage decontamination, vandalism cleanup, deodorization, and/or wind damage during a disaster or an emergency.

By submitting a proposal, the Supplier is accepting these FEMA Special Conditions and agrees to execute work in compliance with all FEMA requirements as set forth below when products and services are issued in response to an emergency or for disaster recovery. Supplier also agrees to the requirements in the Federal Funds Contract Provisions above. **It is the responsibility of Participating Public Agency to notify Supplier if federal funds will be utilized to procure items under this Master Agreement and/or purchase order prior to Supplier's acceptance of the order.**

**2 CFR § 200.237 and 2 CFR Part 200, Appendix II, Required Contract Clauses**

1. Remedies

In the event a Participating Public Agency uses FEMA funds for more than the federal simplified acquisition threshold (SAT), currently set at \$250,000 for procurements made on or after June 20, 2018, Participating Public Agency will address the administrative, contractual, and legal remedies with contractors in instances where contractors violate or breach contract terms, and must provide sanctions and penalties as appropriate.

For FEMA's Assistance to Firefighters Grant (AFG) program, the Contract shall include a clause addressing that non-delivery by the Contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the Contract, has been accepted by the recipient. This penalty clause does not apply for force majeure or acts of God.

2. Termination for Cause and Convenience

When FEMA funds are used, Participating Public Agency reserves the right to 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 Contractor or for convenience.

~~The right to terminate this Contract for convenience of the Participating Public Agency is retained by the Participating Public Agency.~~ In the event of a termination for convenience by the Participating Public Agency **or Contractor**, the **terminating party** ~~Participating Public Agency~~ shall **provide** at least **thirty ten (130)** calendar days ~~in advance, deliver~~ written notice of the termination for convenience to the **other party** ~~Contractor~~. Upon ~~Contractor's~~ receipt of such written notice, **Contractor and Participating Public Agency** immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials **in production, transit and** installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Services in place which is completed as of the date of termination by the Participating Public Agency and that

**FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY)  
SPECIAL CONDITIONS**

is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Services not performed or for consequential damages of any kind.

3. Equal Employment Opportunity

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

During the performance of this Contract, the Contractor agrees as follows:

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

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

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complain or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be

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provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation in ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

4. Davis-Bacon Act

The Davis-Bacon Act applies to prime construction contracts over \$2,000 and only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the PA (Public Assistance) Program.**

All prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148). The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction). See 2 CFR Part 200, Appendix II, § D.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, Contractors are required to pay wages at least once per week.

The NFE must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. The decision to award must be conditioned on the acceptance of the wage determination. The NFE must report all suspected or reported violations to the federal awarding agency.

For any Contract subject to the Davis-Bacon Act, that Contract must also comply with the Copeland "Anti-Kickback" Act. See Section 5 below for additional information.

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If applicable per the standard described above, the Participating Public Agency hereby incorporates the provisions at 29 CFR § 5.5(a)(1)-(5) into the Contract and all applicable Contractors must include these provisions in any Subcontracts.

5. Copeland “Anti-Kickback” Act

The Copeland “Anti-Kickback” Act prohibits workers on construction contracts from giving up wages that they are owed.

*Applicability:* For all prime construction contracts above \$2,000, when the Davis-Bacon Act applies, the Copeland “Anti-Kickback” Act also applies. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback” Act. As with the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs as noted above in section 4. This Act does not apply to the Public Assistance (PA) Program.

*Contractor.* The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Contract.

*Subcontracts.* The Contractor or Subcontractor shall insert in any Subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these Contract clauses.

*Breach.* A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12.

6. Contract Work Hours and Safety Standards Act

*Applicability:* This required Contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(2) *Violation;* liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR § 5.5(b)(1)-(4) the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done

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under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

- (3) *Withholding for unpaid wages and liquidated damages.* The Participating Public Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such Contract or any other federal Contract with the same Prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2).
- (4) *Subcontracts.* The Contractor or Subcontractor shall insert in any Subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier Subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (b)(1) through (4).

Where contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 CFR § 5.1, the below additional compliance is required:

- (1) The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
7. Rights to Inventions Made Under a Contract or Agreement  
This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement and the NFE enters into any contract involving substitution of parties, assignment or performance of

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experimental, developmental, or research work under that funding agreement, then the 37 CFR Part 401 applies.

**This clause is not required for procurements under FEMA’s Public Assistance (PA) Program and does not apply to all FEMA grant and cooperative agreement programs.** The NFE will need to check with their applicable FEMA grant representative to determine if this provision is required for the procurement.

*Funding Agreements:* The regulation at 37 CFR § 401.2 defines funding agreement as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

8. Clean Air Act and Federal Water Pollution Control Act

This contract provision applies for all procurements over \$150,000.

“Clean Air Act”

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

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

The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

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

The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

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9. Debarment and Suspension

Applicability: This clause applies to all FEMA grant and cooperative agreement programs.

This Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Participating Public Agency. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Participating Public Agency, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment

Applicability: The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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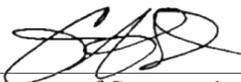
No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, The HON Company LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Eric Schroeder, Vice President, Finance  
Name and Title of Contractor's Authorized Official

08/31/22  
Date

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**11. Procurement of Recovered Materials**

Applicability: This provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**12. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

Applicability: This provision is required for all awards/purchases issued on or after November 12, 2020.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

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- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that used covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing:

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
  - i. Are not used as a substantial or essential component of any system; and
  - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting Requirements.*

- (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or

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subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

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

- (i) Within one business day from the date of such identification or notification: The Contract number, the order number(s), if applicable; supplier name, supplier unique entity identifier (if known); supplier commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**13. Domestic Preferences for Procurements**

*Applicability:* Applies for purchases in support of FEMA declarations and awards issued on or after November 12, 2020.

As appropriate, and to the extent consistent with the law, the Contractor, should to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

*For the purposes of this clause:*

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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14. Access to Records

The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

15. Changes

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. See 2 CFR § 200.403.

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). Participating Public Agency should also consult with counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

16. DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any Subcontracts.

17. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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18. No Obligation by Federal Government

The federal government is not a party to this Contract and is not subject to any obligations or liabilities to the NFE, Contractor, or any other party pertaining to any matter resulting from the Contract. See 2 CFR § 200.318(k).

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

The Contractor acknowledges that 31 U.S.C Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

20. Affirmative Socioeconomic Steps

Applicability: For procurements under FEMA declarations and awards issued on or after November 12, 2020.

If Subcontracts are to be let, the Prime Contractor is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

21. Copyright and Data Rights

Applicability: When a Participating Public Agency enters into a Contract requiring a Contractor or Subcontractor to produce copyrightable subject matter and/or data for the Participating Public Agency under the award, the Participating Public Agency should include appropriate copyright and data licenses to meet its obligations under 2 CFR § 200.315(b) and (d), respectively.

The Contractor grants to the Participating Public Agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the Participating Public Agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the Participating Public Agency data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the Participating Public Agency.

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**Supplier agrees to comply will all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Company Name: The HON Company LLC

Address, City, State, Zip Code: 200 Oak Street, Muscatine, IA 52761

Phone: 800-466-8694

Fax: 563-272-5859

Printed Name of Authorized Signer: Eric Schroeder

Email address of Authorized Signer: HNIGovContracts@hnicorp.com

Signature of Authorized Signer: 

Date: 08/31/22

# Exhibit G

- Attachment 1 - Ownership Disclosure
- Attachment 2 - Non-Collusion Affidavit
- Attachment 3 - Affirmative Action Affidavit
- Attachment 4 - Political Contribution Disclosure Form
- Attachment 5 - Stockholder Disclosure Form
- Attachment 6 - Non-Involvement in Iran
- Attachment 7 - NJ Business Registration Certificate

**EXHIBIT G  
NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required by New Jersey statutes. All Suppliers submitting proposals must complete the following forms to meet the requirements of doing business in this state.

All forms in this Exhibit should be submitted as a part of your proposal response. Failure to comply will affect the ability to promote the Master Agreement in the State of New Jersey.

**Checklist of Documents Required**

INCLUDED IN PROPOSAL	ATTACHMENT	FORM
	Attachment 1	Ownership Disclosure Form
	Attachment 2	Non-Collusion Affidavit
	Attachment 3	Affirmative Action Affidavit
	Attachment 4	Political Contribution Disclosure Form
	Attachment 5	Stockholder Disclosure Certification
	Attachment 6	Certification of Non-Involvement in Prohibited Activities in Iran
	Attachment 7	New Jersey Business Registration Certification

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- (1) All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- (2) Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- (3) Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- (4) Bid and Performance Security, as required by the applicable municipal or state statutes.

**EXHIBIT G  
ATTACHMENT 1**

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

Pursuant to the requirements of P.L. 1999, c.440, the Supplier 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

Address: 200 Oak Street, Muscatine, IA 52761

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
|  | Yes                                 | No                                  |
| 1. The Company is a <b>Sole Proprietor</b> ; and therefore, no disclosure is necessary.<br><small>A sole proprietor is a person who owns an unincorporated business by him/herself.<br/>A limited liability company with a single member is not a Sole Proprietor.</small> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. The Company is a <b>Corporation, Partnership, or Limited Liability Company</b> .  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

If you answered YES to Question 2, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; (b) all individual partners in the partnership who own a 10% or greater interest therein; or, (c) all members in the limited liability company who own a 10% or greater interest therein. (Attach additional sheets as necessary.)

**If there are no stockholders, partners or members 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.

- |  |                          |                                     |
|--|--------------------------|-------------------------------------|
|  | Yes                      | No                                  |
| 3. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**If there are no stockholders, partners or members owning 10% or more interest, indicate "none".**

**EXHIBIT G  
ATTACHMENT 1**

<b>Name</b>	<b>Address</b>	<b>Interest</b>
None		

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

EXHIBIT G  
ATTACHMENT 2

NON-COLLUSION AFFIDAVIT  
N.J.S.A. 52:34-15

State of New Jersey  
County of Muscatine

ss:

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

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

The HON Company LLC the bidder making this Proposal for the bid entitled Virginia Beach City Public Schools, and that I executed the said proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the GovMVM relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

[Signature]  
Signature

August 31, 2022  
Iowa Alicia Payne  
Notary public of

Eric Schroeder  
(Type or print name of affiant under signature)

My Commission expires July 27, 2023

(Seal)

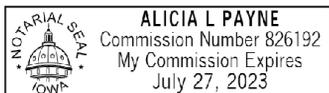


EXHIBIT G  
ATTACHMENT 3

AFFIRMATIVE ACTION AFFIDAVIT  
P.L. 1975, c.127

Company Name: The HON Company LLC

Address: 200 Oak Street, Muscatine, IA 52761

**Proposal Certification:** Indicate below your company’s compliance with New Jersey Affirmative Action regulations. Company’s proposal will be accepted even if 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 Documentation:**

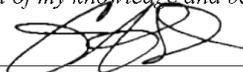
The Supplier shall submit with its proposal, ONE of the following three documents:

- (1) Letter of Federal Affirmative Action Plan Approval
- (2) Certificate of Employee Information Report
- (3) Employee Information Report Form AA302

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

- (1) If company has no approved Federal or New Jersey Affirmative Action Plan. Company will complete New Jersey Form AA-201 upon award; or
- (2) Company has a Federal or New Jersey Affirmative Action Plan – certificate is enclosed.

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

  
\_\_\_\_\_  
Authorized Signature

Eric Schroeder  
\_\_\_\_\_  
Printed Name

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

08/31/22  
\_\_\_\_\_  
Date

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**EXHIBIT G  
ATTACHMENT 3**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. 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 nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative or 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 N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement

**EXHIBIT G  
ATTACHMENT 3**

bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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 Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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*Signature of Procurement Agent*

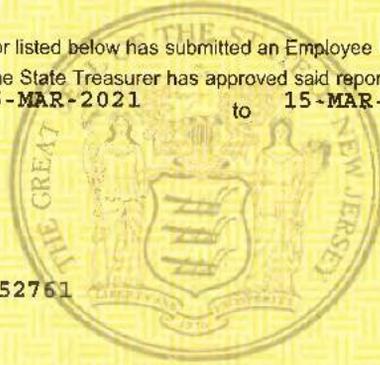
Certification 48195

**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-2021** to **15-MAR-2024**

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

**IA 52761**



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer



## State of New Jersey

PHILIP D. MURPHY  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
CONTRACT COMPLIANCE & AUDIT UNIT  
EEO MONITORING PROGRAM  
33 WEST STATE STREET  
P. O. BOX 206  
TRENTON, NEW JERSEY 08625-0206

ELIZABETH MAHER MUOIO  
*State Treasurer*

SHEILA Y. OLIVER  
*Lt. Governor*

MAURICE A. GRIFFIN  
*Acting Director*

### ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Rev. 4/18