

AFFIRMATIVE ACTION PROGRAM FOR THE HON COMPANY

This affirmative action program is effective from 10/1/2021 - 9/30/2022.

Privileged & Confidential

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STATEMENT OF PRIVILEGE

Copies of this Affirmative Action Program and all related appendices, documents and support data are made available on loan to the United States Government upon the request of said Government on the condition that the Government hold them totally confidential and not release copies to any person whatsoever. This Affirmative Action Program and its appendices and other supporting documents contain confidential information which may reveal, directly or indirectly, the Company's plans for business or geographical expansion or contraction. The Company considers this Affirmative Action Program, all portions thereof and all supporting material to be its private and confidential property and to be on loan to the Government only under specified conditions, including non-reproduction and non-distribution and to be exempt from disclosure under the Freedom of Information Act upon the grounds, inter alia, that such material constitutes: (1) personnel files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy and are exempt from disclosure under 5 U.S.C. §552(b)(6); (2) confidential, commercial or financial information which is exempt from disclosure under 5 U.S.C. §522(b)(4); (3) investigatory records compiled for law enforcement purposes, the production of which would constitute an unwarranted invasion of personal privacy and are exempt from disclosure under 5 U.S.C. §552(b)(7); and (4) matters specifically exempted from disclosure by statute and are exempt from disclosure under 5 U.S.C. §522(b)(3). The Company will submit further detailed documentation supporting this claim of privilege if necessary.

NON-ADMISSION STATEMENT

It is understood that this Affirmative Action Program, or any part thereof, does not constitute an admission by the Company of any violation of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, Title VII of the Civil Rights Act of 1964, or any federal, state or local law and has been developed to reaffirm the Company's policy of providing equal employment opportunity for all persons without regard to race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, or protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations. Goals have been established, where appropriate, to endeavor to meet affirmative action obligations. This program is not intended to and will not be used to discriminate against any applicant or employee because of race, national origin, religion, age, color, sex, sexual orientation, gender identity, disability, or protected veteran status, or any other characteristic protected by local, state, or federal laws, rules, or regulations.

SEX DISCRIMINATION POLICY

In accordance with our policy of equal employment opportunity, we maintain a policy prohibiting sex discrimination and sexual harassment in the workplace. In addition to continued adherence to the goals enunciated in our Affirmative Action and Equal Employment Opportunity Policy, we will also continue to do the following, as applicable:

RECRUITMENT AND ADVERTISEMENT

- A. Recruit men and women for all positions, except where sex is a bona fide occupational qualification, without regard to the candidate's sex.
- B. Ensure that "help-wanted" advertising does not express a sex preference for any job, unless sex is a bona fide occupational qualification for that job.
- C. Refrain from placing advertisements in newspapers or other media which are labeled "Males" or "Females," or otherwise segregated by sex, unless sex is a bona fide occupational qualification.

JOB POLICIES AND PRACTICES

- A. Review personnel policies to avoid discrimination on the basis of sex.
- B. Consider employees and applicants of both sexes for assignment, transfer or promotion to all positions for which they are qualified, except where sex is a bona fide occupational qualification.
- C. Administer employment opportunities, wages, hours, conditions of employment, pensions, recreation programs and employee benefits without regard to sex.
- D. Consider married and unmarried men and women equally in all personnel actions, including the administration of wages and benefits, without regard to the number of dependents which an individual may support or maintain. Retirement age and retirement benefits will be equal for both sexes.
- E. Provide appropriate facilities, e.g., rest rooms and locker areas, for employees and applicants of both sexes.
- F. Refrain from reliance upon state laws which conflict with and are superseded by Title VII of the Civil Rights Act of 1964, as amended, or Executive Order 11246.
- G. Provide leaves of absence to employees without regard to an employee's sex. No employee will be discriminated against because of pregnancy. Following childbirth, and upon signifying her intent to return within a reasonable time, the Company will reinstate such employee to her original job or to a position of like status and pay without loss of service credits.

SENIORITY

Consider employees' seniority and administer any seniority system without regard to employees' sex.

DISCRIMINATORY WAGES

Determine wage schedules without regard to sex. There will be equal pay for equal work.

SEXUAL HARASSMENT

The EEO Coordinator shall notify all supervisors and managers that they are prohibited from engaging in, tolerating or otherwise promoting unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature by employees or supervisors, when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

The EEO Coordinator shall take reasonable steps to prevent sexual harassment from occurring, including, but not limited to, expressing strong disapproval of such conduct, developing appropriate sanctions, informing employees of their right to raise the issue of sexual harassment under Title VII and the procedure to do so and generally developing training programs to sensitize managers, supervisors and employees to the nature of this problem. The Company maintains a policy prohibiting sexual harassment.

DEFINITION

The terms "because of sex," "on the basis of sex" and "regardless of sex" include, but are not limited to, because of or on the basis of pregnancy, childbirth or related medical conditions. Women affected by pregnancy, childbirth or related medical or physical conditions shall be treated for all employment-related purposes, including the receipt of benefits under fringe benefit programs, the same as other persons who are not so affected but are similarly able or unable to work.

LEAVE OF ABSENCE DUE TO MATERNITY

Leaves of absence due to maternity are considered under our policy.

RELIGIOUS AND NATIONAL ORIGIN DISCRIMINATION POLICY

In accordance with its policy of equal employment opportunity, the Company has adopted the following policy prohibiting discrimination on the basis of religion and national origin and supporting affirmative action to ensure all individuals are employed and treated during employment without regard to their religion or national origin.

SCOPE OF THIS POLICY

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or recall from layoff, wage and benefit administration and selection for training.

OUTREACH AND POSITIVE RECRUITMENT

To determine whether members of all religious and ethnic groups are receiving fair consideration for job opportunities, the Company will consider reviewing its employment practices. As deemed appropriate, special attention will be directed toward executive and middle-management levels, where employment problems relating to religion and national origin are statistically most likely to occur. Based upon the findings of any such reviews, we will undertake appropriate outreach and positive recruitment activities, such as those listed below, to remedy any existing deficiencies. The scope of our efforts, of course, will depend upon all circumstances including the nature and extent of any deficiencies and our size and resources. The Company will consider the following actions:

- A. Explaining to all employees the Company's obligation to provide equal employment opportunity, without regard to religion or national origin, in such a manner as to foster understanding, acceptance and support among other executives, management staff, supervisors and all other employees and encouraging such persons to take all actions necessary to aid the Company in meeting our obligation;
- B. Developing reasonable monitoring procedures to ensure that our obligation to provide equal employment opportunity without regard to religion or national origin is being fully implemented;
- C. Informing periodically all employees of our commitment to equal employment opportunity for all persons without regard to religion or national origin; and
- D. Enlisting the assistance and support of recruitment sources (including employment agencies, college placement directors and business associates) in referring applicants without regard to religion or national origin.

RELIGIOUS OBSERVANCE AND PRACTICE

The Company will endeavor to make a reasonable accommodation to the religious observances and practices of any employee or prospective employee, unless such an accommodation will impose an undue hardship on the conduct of our business. Generally, we will try to make reasonable accommodations to the religious observances and practices of any employee or prospective employee who regularly observes Friday evening and Saturday, or some other day of the week, as the Sabbath or who observes certain religious holidays during the year and is conscientiously opposed to performing work or engaging in similar activity on such days, when such accommodations can be made without undue hardship on the conduct of our business. In determining the extent of the hardship imposed, we may consider: (a) business necessity; (b) financial costs and expenses and (c) resulting personnel problems.

**Affirmative Action Program for
Minorities and Females
(Executive Order Program)**

AFFIRMATIVE ACTION PLAN FOR WOMEN AND MINORITIES

DESIGNATION OF RESPONSIBILITY FOR IMPLEMENTATION

EXECUTIVE MANAGEMENT RESPONSIBILITY

As the representative of executive management, the EEO Coordinator has primary responsibility and accountability for implementing, directing and monitoring its Affirmative Action Plans ("AAPs" or "Plans"). The EEO Coordinator's responsibilities may include:

- A. Implementing the affirmative action programs set forth in these Plans, including the development of policy statements and related internal and external communication procedures to disseminate those policy statements.
- B. Developing and supervising the presentation of our equal employment opportunity policy during the supervisory training and new employee orientation programs, which may include question-and-answer sessions for supervisors and employees answering their questions about the AAPs.
- C. Designing and implementing an audit and reporting system that will accomplish the following:
 - 1. Measure the effectiveness of our affirmative action programs.
 - 2. Indicate when remedial action is needed.
 - 3. Determine the degree to which our goals and objectives have been attained.
- D. Advising management and supervisory personnel on developments in the laws and regulations governing equal employment opportunity.
- E. Serving as liaison between the Company and all enforcement agencies.
- F. Identifying and implementing action-oriented programs to address any potential problem areas that may exist.
- G. Conferring with community organizations representing women and minorities.
- H. Potentially auditing our on-the-job training, hiring and promotion patterns periodically to remove impediments to attainment of the Company's goals and objectives.
- I. Considering rating supervisory employees based, in part, upon their efforts and success in furthering the goal of equal employment opportunity and informing supervisory employees of this evaluation practice.
- J. Discussing periodically the Company's commitment to equal employment opportunity with managers, supervisors and employees. During these discussions, the EEO Coordinator will stress the importance of affirmative action and nondiscrimination.
- K. Reviewing the qualifications of all employees to ensure minorities, women, protected veterans, and individuals with a disability are given full opportunities for transfers, promotions and training.

- L. Providing access to career counseling for all employees.
- M. Conducting periodic audits to ensure the Company is in compliance with federal and state laws and regulations requiring:
 - 1. Proper display of posters explaining the Company's obligation to engage in nondiscriminatory employment practices.
 - 2. Integration of all facilities which we maintain for the use and benefit of our employees.
 - 3. Maintenance of comparable facilities, including locker rooms and rest rooms, for all employees.
 - 4. Providing full opportunity for advancement and encouraging minority and female employees to participate in educational, training, recreational and social activities sponsored by the Company.
- N. Counseling supervisors and managers to take actions necessary to prevent harassment of employees placed through affirmative action efforts and to eliminate the cause of such complaints. Further, the EEO Coordinator will counsel supervisors and managers not to tolerate discriminatory treatment of any employee by another employee or supervisor and to report all complaints or incidents to the EEO Coordinator.
- O. Establishing an internal complaint system that will enable employees to discuss complaints with the EEO Coordinator whenever they feel that they are being discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, disability or protected veteran status.
- P. Serving as liaison between the Company and community organizations representing minorities and women.
- Q. Developing expertise and knowledge of equal employment opportunity guidelines and regulations to advise and update top management and supervisory personnel concerning developments affecting our equal employment opportunity program.

THE RESPONSIBILITIES OF SUPERVISORS AND MANAGERS

All supervisors and managers have the obligation as part of their general management objectives to support our equal employment opportunity policy and affirmative action program on a day to day basis. Specifically, they should endeavor to:

- A. Respond to inquiries about our Affirmative Action and Equal Employment Opportunity Policy, after consulting with our EEO Coordinator.
- B. Assist our EEO Coordinator during the investigation of allegations of discrimination.
- C. Participate in recruitment and accommodation efforts designed to enable disabled individuals, disabled veterans and others to secure employment and to advance to positions for which they are qualified.

- D. Ensure that all federal and state posters explaining the laws prohibiting discrimination are properly displayed.
- E. Participate in the development and implementation of affirmative action programs.

AFFIRMATIVE ACTION PLAN FOR WOMEN AND MINORITIES

IDENTIFICATION OF PROBLEM AREAS

The EEO Coordinator will, on an annual basis, as applicable, analyze the Company's processes to identify potential problem areas in the total employment process, which may include review of the following areas:

- A. Composition of the workforce by protected group status.
- B. Composition of applicant flow by protected group status.
- C. Overall employee selection process including position specifications, application forms, interviewing procedures, test administration, test validity, referral procedures, final selection process and other employee selection procedures.
- D. New hires, promotions, terminations, etc.
- E. Compensation systems to determine whether there are gender-, race- or ethnicity-based disparities.
- F. Utilization of training, recreation and social events and other programs that are sponsored by the Company.
- G. Technical aspects of compliance with laws prohibiting discrimination in employment and promoting affirmative action programs, e.g., retention of applications, notifications to subcontractors, etc.
- H. Whether there is "underutilization" of minorities or women in specific job groups.
- I. Whether there is "under-representation" or "concentration" of minorities or women in specific departments.
- J. Whether lateral or vertical movement of employees who are members of protected groups occurs at a lesser rate than that of employees who are members of non-protected groups.
- K. Whether the selection process eliminates a significantly higher percentage of employees who are members of protected groups than employees who are members of non-protected groups.
- L. Ensure that our employment application and other pre-employment evaluation forms or procedures comply with federal and state law.
- M. Determine whether job qualifications are accurate in relation to actual functions and duties of the particular job.
- N. Whether de *facto* segregation by protected characteristic exists in job titles or job groups.
- O. Whether supervisory employees are supporting our affirmative action and equal employment opportunity programs and policies.
- P. Whether minorities or women are significantly underrepresented in training or career improvement programs.

- Q. Whether we have in place adequate procedures for evaluating the effectiveness of the programs set forth in these Plans.
- R. Whether subcontractors and vendors are notified of their responsibility to assist the Company in attaining the goals and objectives set forth in this Plan.
- S. Whether the Equal Opportunity clause is included in purchase orders and other contracts covered by Executive Order 11246.
- T. Whether required equal employment opportunity posters are on display.

If the EEO Coordinator's review indicates that the above-listed topics are areas of concern or that other impediments block the entry into or advancement within our workforce of minorities or women, the Company will consider corrective action, as outlined in the Action-Oriented Programs section hereof.

AFFIRMATIVE ACTION PLAN FOR WOMEN AND MINORITIES

ACTION-ORIENTED PROGRAMS

The Company intends to meet the goals set forth in this Plan and to continue implementation of its equal employment opportunity policies through action-oriented programs. Described below are the types of actions the Company may consider.

DISSEMINATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY

A. Internal dissemination

The Company will consider taking the following actions to disseminate its Affirmative Action and Equal Employment Opportunity Policy, as appropriate, on a regular and continuing basis:

1. Including the Affirmative Action and Equal Employment Opportunity Policy statement in its policy manual and employee handbook.
2. Meeting with supervisory personnel to explain the intent of the Affirmative Action and Equal Employment Opportunity Policy and their individual responsibilities for its implementation. We conduct supervisory training for management about equal employment opportunity, affirmative action and sexual harassment on an on-going basis.
3. Discussing our equal employment opportunity policy during any orientation programs we hold, at which time all new employees (and if applicable, transferred and promoted employees) will be advised of our commitment to affirmative action and equal employment opportunity.
4. Posting the Affirmative Action and Equal Employment Opportunity Policy, along with all required state and federal informational posters on our bulletin boards and updating such posters as required.
5. When pictures of employees are included in Company announcements to employees or the public, we include pictures of minority and non-minority men and women employees, as appropriate.

B. External dissemination

Our equal employment opportunity policy will be disseminated externally, as considered appropriate, as follows:

1. Recruiting sources, when utilized, will be advised of the Company's policy. Thereafter, such recruiting sources may be notified of our continuing commitment to equal employment opportunity.
2. The equal opportunity clause will be included in purchase orders, leases, contracts, etc., covered by Executive Order 11246, as amended.
3. When we advertise for prospective employees, the advertisement will include language that communicates we are an equal opportunity employer. We also will direct all advertisers not to place help-wanted advertisements in race- or sex-segregated columns.

4. Prospective employees are informed that the Company is an equal opportunity employer that maintains an affirmative action program through the notices we post in areas accessible to applicants and employees and our application for employment.
5. Our primary subcontractors, vendors and suppliers will be sent written notification of our Affirmative Action and Equal Employment Opportunity Policy.
6. In the event that employees are featured in help-wanted, product or consumer advertising, employee handbooks or manuals or similar publications, minority and non-minority men and women will be pictured and included.

RECRUITMENT AND HIRING

- A. Contacting community agencies and educational institutions and seeking referrals of qualified individuals to increase the flow of minority and female applicants.
- B. When meetings are held with representatives of recruiting sources, including presentations by minority, female, disabled, older or veteran employees, explanations about the job duties and responsibilities of current and future job openings, explanations of our employee selection process, and distribution of recruiting literature.
- C. As appropriate, placing a reasonable proportion of our help-wanted advertising in media directed to minorities or women.
- D. Evaluating and analyzing job requirements using job-performance criteria. Special attention will be given to academic, experience and skill requirements to insure that such specifications are consistent and free from bias on account of race, color, religion, age, disability, protected veteran status, sex, sexual orientation, gender identity or national origin. Where requirements screen out a disproportionate number of candidates from protected groups, the continued use thereof will be evaluated and "validation" will be considered. We have conducted an analysis upon all selection procedures. See the "Impact Ratio Analysis" divider tab.
- E. Selecting and training personnel involved in recruiting, screening, selection, promotion, disciplinary and related processes to eliminate bias in all personnel actions. The Company periodically presents EEO training for managers.

ADVANCEMENT IN EMPLOYMENT

With regard to our promotion and transfer procedures, we will consider the following:

- A. Posting or otherwise announcing appropriate promotion and transfer opportunities.
- B. Developing and implementing formal employee evaluation programs.
- C. Assuring that job qualifications are based on job-related criteria.

SEPARATION FROM EMPLOYMENT

When minorities, women or other persons placed through affirmative action efforts or protected by law have experienced adverse personnel decisions, such as termination, we will consider:

- A. Sending an exit interview form to or conducting exit interviews with employees who resign to ascertain the reasons for their voluntary termination and to try to identify "voluntary resignations" that have been caused by unlawful conduct by employees or supervisors.
- B. Determining reasons for such adverse decisions, including involuntary terminations, and establishing whether persons not in the protected group with similar work histories and violations of work rules have also been terminated.
- C. Attempting to counsel employees about unsatisfactory job performance at least 90 days prior to involuntary termination to provide an opportunity to correct their performance, as practicable.

COMPANY SUPPORT OF COMMUNITY ACTION PROGRAMS

In addition to the employment-related good faith efforts the Company engages in, we also undertake additional efforts to support the community.

AFFIRMATIVE ACTION PROGRAM FOR WOMEN AND MINORITIES

INTERNAL AUDIT AND REPORTING SYSTEM

The Company will develop and implement an audit and reporting system that periodically measures the effectiveness of its total affirmative action program. This may include the following:

- A. Monitoring records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscrimination policy is carried out;
- B. Requiring internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- C. Reviewing report results with all levels of management; and
- D. Advising top management of program effectiveness and submitting recommendations to improve unsatisfactory performance.

Section 503 of the Rehabilitation Act Affirmative Action Program

AFFIRMATIVE ACTION PLAN FOR INDIVIDUALS WITH DISABILITIES

POLICY STATEMENT

Pursuant to our obligations under Section 503 of the Rehabilitation Act of 1973, the Company maintains and posts an Affirmative Action and Equal Employment Opportunity Policy Statement. The policy statement indicates the top U.S. executive's support for the Company's affirmative action program, provides for an audit and reporting system, and assigns overall responsibility for the implementation of affirmative action activities to the EEO Coordinator.

In addition, the policy statement proclaims that the Company will take steps to assure it recruits, hires, trains and promotes persons in all job titles and ensure that all other personnel actions are administered without regard to disability status, including ensuring that all employment decisions are based only on valid job requirements.

The policy statement also states that employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities: (1) filing a complaint; (2) assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of the affirmative action provisions of section 503 or any other Federal, state or local law requiring equal opportunity for individuals with disabilities; (3) opposing any act or practice made unlawful by section 503 or its implementing regulations in this part or any other Federal, state or local law requiring equal employment opportunity for individuals with disabilities; or, (4) exercising any other right protected by section 503 or its implementing regulations.

REVIEW OF PERSONNEL PROCESSES

The Company will take steps to ensure its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known individuals with a disability for job vacancies filled either by hiring or promotion and for all training opportunities offered or available. Furthermore, the Company will take appropriate steps to ensure its personnel processes do not stereotype individuals with a disability in a manner that limits their access to all jobs for which they are qualified. Finally, the Company will periodically review such processes and make any necessary modifications to ensure these obligations are carried out.

The Company has designed a procedure that facilitates a review of the implementation of its personnel processes. The Company most recently assessed its personnel processes in conjunction with the implementation of this Affirmative Action Plan ("AAP"). The Company will reassess its personnel processes in conjunction with its next annual AAP cycle.

PHYSICAL AND MENTAL QUALIFICATIONS

The Company has developed a schedule for the periodic review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified individuals with a disability, they are job-related for the position in question and consistent with business necessity. In fact, the Company reviews the physical and mental job qualification standards each time a job opening is posted prior to recruiting for or promoting into a position.

Whenever the Company applies physical or mental qualification standards in the selection of applicants or employees for employment or other change in employment status, such as promotion, demotion or training, to the extent that qualification standards tend to screen out qualified individuals with a disability, the standards shall be related to the specific job or jobs for which the individual is being considered and consistent with business necessity.

REASONABLE ACCOMMODATION

The Company will make reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability unless doing so would impose an undue hardship on the operation of its business. If an employee who is known to be an individual with a disability is having difficulty performing his or her job, and it is reasonable to conclude that the performance problem may be related to the known disability, the Company shall confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, the Company shall confidentially inquire whether the employee is in need of a reasonable accommodation.

HARASSMENT

The Company has developed and implemented procedures to ensure employees are not harassed because of their status as an individual with a disability.

EXTERNAL DISSEMINATION

The Company will undertake appropriate outreach and positive recruitment activities reasonably designed to effectively recruit individuals with a disability. These activities may include:

- A. Enlisting the assistance and support of the following persons and organizations in recruiting and developing on-the-job training opportunities for individuals with disabilities, to fulfill the Company's commitment to provide meaningful employment opportunities for such individuals:
 1. The State Vocational Rehabilitation Service Agency (SVRA), State mental health agency, or State developmental disability agency in the area of the contractor's establishment;
 2. The Employment One-Stop Career Center (One-Stop) or American Job Center nearest the contractor's establishment;
 3. The Department of Veterans Affairs Regional Office nearest the contractor's establishment;
 4. Entities funded by the Department of Labor that provide recruitment or training services for individuals with disabilities, such as the services currently provided through the Employer Assistance and Resource Network (EARN);
 5. Local Employment Network (EN) organizations (other than the contractor, if the contractor is an EN) listed in the Social Security Administration's Ticket to Work Employment Network Directory;
 6. Local disability groups, organizations, or Centers for Independent Living (CIL) near the contractor's establishment;

7. Placement or career offices of educational institutions that specialize in the placement of individuals with disabilities; and
 8. Private recruitment sources, such as professional organizations or employment placement services that specialize in the placement of individuals with disabilities.
- B. Considering taking the actions listed below, as appropriate, to fulfill its commitment to provide meaningful employment opportunities to individuals with a disability:
1. Holding formal briefing sessions with representatives from recruiting sources. Such briefing sessions may include facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of the Company's selection process, and recruiting literature.
 2. Incorporating special efforts to reach students who are individuals with disabilities.
 3. Participating in work-study programs for students, trainees, or interns with disabilities. Such programs may be found through outreach to State and local schools and universities, and through EARN.
 4. Making individuals with disabilities available for participation in career days, youth motivation programs, and related activities in their communities.
 5. Taking other positive steps deemed necessary to attract qualified individuals with disabilities not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These individuals may be located through State and local agencies supported by the U.S. Department of Education's Rehabilitation Services Administration (RSA), local Ticket-to-Work Employment Networks, or local chapters of groups or organizations that provide services for individuals with disabilities.
 6. Considering applicants who are known to have disabilities for all available positions for which they may be qualified when the position(s) applied for is unavailable.
- C. The Company will send written notification of the policy related to its affirmative action efforts to subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part.
- D. On an annual basis, the Company will review the outreach and recruitment efforts it has taken over the previous twelve months to evaluate its effectiveness in identifying and recruiting qualified individuals with a disability. If the Company concludes the totality of its efforts were not effective in identifying and recruiting qualified individuals with a disability, it shall identify and implement alternative efforts.
- E. The Company will document its outreach and recruitment activities and will retain this documentation for three (3) years.

INTERNAL DISSEMINATION

In order to assure greater employee cooperation and participation in its efforts, the Company has communicated its policy to all employees and applicable union officials. Moreover, the Company may undertake, as appropriate, the following additional efforts to disseminate its policy internally:

- A. Inform all employees and prospective employees of its commitment to engage in affirmative action to increase employment opportunities for individuals with disabilities. The contractor should periodically schedule special meetings with all employees to discuss policy and explain individual employee responsibilities;
- B. Publicize it in the Company newspaper, magazine, annual report and other media;
- C. Conduct special meetings with executive, management and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation, making clear the chief executive officer's support for the affirmative action policy;
- D. Discuss the policy thoroughly in both employee orientation and management training programs;
- E. Include articles on accomplishments of individuals with disabilities in Company publications; and
- F. When employees are featured in employee handbooks or similar publications for employees, include individuals with disabilities.

AUDIT AND REPORTING SYSTEMS

The EEO Coordinator has oversight responsibility for implementation of the AAP for individuals with a disability and an audit and reporting system that will measure the effectiveness of the program, indicate any need for remedial action, determine the degree to which our objectives are being met, determine whether known qualified individuals with a disability had the opportunity to participate in educational, training, recreational, and social activities, and measure our compliance with the program's obligations. Documentation of the Company's compliance with the program's obligation is included throughout this AAP.

The Company will be kept apprised of progress through reports as deemed appropriate.

RESPONSIBILITY FOR IMPLEMENTATION

The EEO Coordinator has been assigned responsibility for implementing the Company's affirmative action activities under this part. The EEO Coordinator's identity appears on external and internal communications regarding the Company's affirmative action program. The EEO Coordinator has been given necessary senior management support and staff to manage and implement this affirmative action program.

TRAINING

The Company trains all personnel involved in the recruitment, screening, selection, promotion, disciplinary and related processes to ensure that the commitments in its affirmative action program are implemented.

DATA COLLECTION

On an annual basis, the Company collects the following information pertaining to applicants and hires:

- A. The number of applicants who self-identified as individuals with a disability;
- B. The total number of job openings and the total number of jobs filled;
- C. The total number of applicants for all jobs;
- D. The number of applicants hired who self-identified as individuals with a disability; and
- E. The total number of applicants hired.

VEVRAA Section 4212 Affirmative Action Program

AFFIRMATIVE ACTION PLAN FOR PROTECTED VETERANS

POLICY STATEMENT

Pursuant to our obligations under the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Company maintains and posts an Affirmative Action and Equal Employment Opportunity Policy Statement. The policy statement indicates the top U.S. executive's support for the Company's affirmative action program, provides for an audit and reporting system, and assigns overall responsibility for the implementation of affirmative action activities to the EEO Coordinator.

In addition, the policy statement proclaims that the Company will take steps to assure it recruits, hires, trains and promotes persons in all job titles and ensure that all other personnel actions are administered without regard to protected veteran status, including ensuring that all employment decisions are based only on valid job requirements.

The policy statement also states that employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities: (1) filing a complaint; (2) assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of the affirmative action provisions of VEVRAA or any other Federal, state or local law requiring equal employment opportunity for protected veterans; (3) opposing any act or practice made unlawful by VEVRAA or its implementing regulations in this part or any other Federal, state or local law requiring equal opportunity for protected veterans; or (4) exercising any other right protected by VEVRAA or its implementing regulations in this part.

REVIEW OF PERSONNEL PROCESSES

The Company will take steps to ensure its personnel processes provide for careful, thorough, and systematic consideration of the job qualifications of applicants and employees who are known protected veterans for job vacancies filled either by hiring or promotion and for all training opportunities offered or available. The Company will also take steps to ensure that when a protected veteran is considered for employment opportunities, it relies only on that portion of the individual's military record, including his or her discharge papers, relevant to the requirements of the opportunity in issue. Furthermore, the Company will take appropriate steps to ensure its personnel processes do not stereotype protected veterans in a manner that limits their access to all jobs for which they are qualified. Finally, the Company will periodically review such processes and make any necessary modifications to ensure that these obligations are carried out.

The Company has designed a procedure that facilitates a review of the implementation of its personnel processes. The Company most recently assessed its personnel processes in conjunction with the implementation of this Affirmative Action Plan ("AAP"). The Company will reassess its personnel processes in conjunction with its next annual AAP cycle.

PHYSICAL AND MENTAL QUALIFICATIONS

The Company has developed a schedule for the periodic review of all physical and mental job qualification standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and consistent with business necessity. In fact, the Company

reviews the physical and mental job qualification standards each time a job opening is posted prior to recruiting for or promoting into a position.

Whenever the Company applies physical or mental qualification standards in the selection of applicants or employees for employment or other change in employment status, such as promotion, demotion or training, to the extent that qualification standards tend to screen out qualified disabled veterans, the standards shall be related to the specific job or jobs for which the individual is being considered and consistent with business necessity.

REASONABLE ACCOMMODATION

The Company will make reasonable accommodation to the known physical or mental limitations of an otherwise qualified disabled veteran unless doing so would impose an undue hardship on the operation of its business. If an employee who is known to be a disabled veteran is having difficulty performing his or her job, and it is reasonable to conclude that the performance problem may be related to the known disability, the Company will confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, the Company will confidentially inquire whether the employee is in need of a reasonable accommodation.

HARASSMENT

The Company has developed and implemented procedures to ensure employees are not harassed because of their status as a protected veteran.

EXTERNAL DISSEMINATION

The Company will undertake appropriate outreach and positive recruitment activities that are reasonably designed to effectively recruit protected veterans. These activities may include:

- A. Enlisting the assistance and support of the following persons and organizations in recruiting and developing on-the-job training opportunities for protected veterans to fulfill the Company's commitment to provide meaningful employment opportunities for such veterans:
 1. The Local Veterans' Employment Representative in the local employment service office (i.e., the One-Stop) nearest the Company's establishment;
 2. The Department of Veterans Affairs Regional Office nearest the Company's establishment;
 3. The veterans' counselors and coordinators ("Vet-Reps") on college campuses;
 4. The service officers of the national veterans' groups active in the area of the contractor's establishment;
 5. Local veterans' groups and veterans' service centers near the Company's establishment;
 6. The Department of Defense Transition Assistance Program (TAP) or any subsequent program that, in whole or in part, might replace TAP; and

7. Any organization listed in the Employer Resources section of the National Resource Directory or any future service that replaces or complements it.
- B. Considering taking the actions listed below, as appropriate, to fulfill its commitment to provide meaningful employment opportunities to protected veterans:
1. Holding formal briefing sessions with representatives from recruiting sources. Such briefings may include facility tours, clear and concise explanations of current and future job openings, position descriptions, worker specifications, explanations of the Company's selection process, and recruiting literature.
 2. Incorporating special efforts to reach students who are protected veterans.
 3. Participating in work-study programs with Department of Veterans Affairs rehabilitation facilities that specialize in training or educating disabled veterans.
 4. Making protected veterans available for participation in career days, youth motivation programs, and related activities in their communities.
 5. Taking other positive steps deemed necessary to attract qualified protected veterans not currently in the work force who have requisite skills and can be recruited through affirmative action measures. These persons may be located through the local chapters of organizations of and for any of the classifications of protected veterans.
 6. Considering applicants who are known protected veterans for all available positions for which they may be qualified when the position(s) applied for is unavailable.
 7. Listing job openings with the National Resource Directory's Veterans Job Bank or any future service that replaces or complements it.
- C. The Company will also send written notification of the policy related to its affirmative action efforts to subcontractors, including subcontracting vendors and suppliers, requesting appropriate action on their part.
- D. On an annual basis, the Company will review the outreach and recruitment efforts it has taken over the previous twelve months to evaluate its effectiveness in identifying and recruiting qualified protected veterans. If the Company concludes the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts.
- E. The Company will document its outreach and recruitment activities and will retain this documentation for three (3) years.

INTERNAL DISSEMINATION

In order to assure greater employee cooperation and participation in its efforts, the Company has communicated its policy to all employees and applicable union officials. Moreover, the Company may undertake, as appropriate, the following additional efforts to disseminate its policy internally:

- A. Inform all employees and prospective employees of its commitment to engage in affirmative action to increase employment opportunities for protected veterans;
- B. Publicize it in the Company newspaper, magazine, annual report and other media;
- C. Conduct special meetings with executive, management and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation, making clear the chief executive officer's support for the affirmative action policy;
- D. Discuss the policy thoroughly in both employee orientation and management training programs; or
- E. When employees are featured in employee handbooks or similar publications for employees, include disabled veterans.

AUDIT AND REPORTING SYSTEMS

The EEO Coordinator has oversight responsibility for implementation of the AAP for protected veterans and an audit and reporting system that will measure the effectiveness of the program, indicate any need for remedial action, determine the degree to which our objectives are being met, determine whether known qualified protected veterans had the opportunity to participate in educational, training, recreational, and social activities, and measure our compliance with the program's obligations. Documentation of the Company's compliance with the program's obligation is included throughout this AAP.

The Company will be kept apprised of progress through reports as deemed appropriate.

RESPONSIBILITY FOR IMPLEMENTATION

The EEO Coordinator has been assigned responsibility for implementing the Company's affirmative action activities under this part. The EEO Coordinator's identity appears on external and internal communications regarding the Company's affirmative action program. The EEO Coordinator has been given necessary senior management support and staff to manage and implement this affirmative action program.

TRAINING

The Company trains all personnel involved in the recruitment, screening, selection, promotion, disciplinary and related processes to ensure that the commitments in its affirmative action program are implemented.

DATA COLLECTION

On an annual basis, the Company collects the following information pertaining to applicants and hires:

- A. The number of applicants who self-identified as protected veterans;
- B. The total number of job openings and the total number of jobs filled;
- C. The total number of applicants for all jobs;
- D. The number of protected veteran applicants hired; and
- E. The total number of applicants hired.

BENCHMARKS FOR HIRING

The Company has established a hiring benchmark for protected veterans equaling the national percentage of veterans in the civilian labor force, as published and updated annually on the OFCCP website.

**EXHIBIT G
ATTACHMENT 4**

C.271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

EXHIBIT G
ATTACHMENT 4

- f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

**EXHIBIT G
ATTACHMENT 4**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

EXHIBIT G
ATTACHMENT 4

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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

**EXHIBIT G
ATTACHMENT 4**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A. 19:44A-20.26**

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

Part I – Vendor Information

Vendor Name:	The HON Company LLC		
Address:	200 Oak Street		
City:	Muscatine	State: IA	Zip: 52761

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

<u>Eric Schroeder</u>		Vice President, Finance
Signature	Printed Name	Title

Part II – Contribution Disclosure

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

Check here if disclosure is provided in electronic form.

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

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

**EXHIBIT G
ATTACHMENT 4**

**List of Agencies with Elected Officials Required for Political
Contribution Disclosure**

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

**USERS SHOULD CREATE THEIR OWN FORM, OR
DOWNLOAD FROM [the Pay to Play section](#) OF THE DLGS
WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

EXHIBIT G
ATTACHMENT 5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: The HON Company LLC

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

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

Check the box that represents the type of business organization:

Partnership
Proprietorship

Corporation

Sole

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below. Use more space as necessary.

Stockholders:

Name: HNI Holdings Inc.

Name: _____

Home Address: 600 East Second Street
Muscatine, IA, 52761

Home Address: _____

100% Ownership Interest

Name: _____

Name: _____

Home Address: _____

Home Address: _____

**EXHIBIT G
ATTACHMENT 5**

Subscribed and sworn before me this 31 day of August, 2022.

(Notary Public) *Alicia Payne*

My Commission expires: July 27, 2023



Eric Schroeder

(Affiant)

Eric Schroeder, Vice President, Finance
(Print name & title of affiant)

(Corporate Seal)

**EXHIBIT G
ATTACHMENT 6**

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

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

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

<https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>

Suppliers should submit the above completed form as part of their proposal.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: Virginia Beach City Public Schools GovMVM T Solicitation 5111

VENDOR NAME: The HON Company LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets if Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.



Signature

08/31/22

Date

Eric Schroeder, Vice President, Finance

Print Name and Title

**EXHIBIT G
ATTACHMENT 7**

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Suppliers wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate as a part of their proposal. Failure to do so will disqualify the Supplier from offering products or services in New Jersey through any resulting contract.

[State of NJ - Department of the Treasury - Division of Revenue Business Registration Certificate](#)

02/02/13

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

Dear Business Representative:

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

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

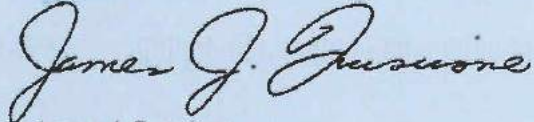
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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

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

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY		<small>DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252</small>
BUSINESS REGISTRATION CERTIFICATE		
TAXPAYER NAME: THE HON COMPANY LLC	TRADE NAME:	
ADDRESS: 408 E 2ND ST MUSCATINE IA 52761-4313	SEQUENCE NUMBER: 0853328	
EFFECTIVE DATE: 02/17/00	ISSUANCE DATE: 02/02/13	
FORM-BRC <small>(04-08) 0205846V</small>	 Director New Jersey Division of Revenue	
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

Additional Required Documents

Priority Information
Administrative Agreement & Sample Contract Exceptions
Sample Contract Redlines
W-9 Information
Background Certification
Contractors License
Corporation Commission Registration

Priority Information

Please note that we do not have any priority information included with our proposal response.

ATTACHMENT A – SAMPLE CONTRACT



VIRGINIA BEACH CITY PUBLIC SCHOOLS
CHARTING THE COURSE

K12 CLASSROOM FURNITURE

Contract No. 5111

In consideration of the mutual covenants, provisions and agreements set forth herein, this Agreement (the “Contract”) is entered into on **(Enter date)** between **The School Board of the City of Virginia Beach** (“**The Virginia Beach City Public Schools**” or “**VBCPS**” or “**School Board**”), and **(Enter Contractor)** (also known as the “**Contractor**”) a **Enter State of Corporation or where entity was formed**) **(Enter type of entity-corporation, partnership, limited corporation)** whose address is **(Enter Address)** for the purpose of providing the services set forth herein.

1. SCOPE OF WORK

Contractor shall perform _____ [describe specific services/goods to be provided, duties, obligations and standards of the work to be performed; in addition, the delivery location of the product, if same is tangible, should be specifically stated].

[If documents are to be incorporated by reference, use this language.] Contractor shall perform services as specified in a certain proposal of Contractor dated _____, which is attached hereto and made a part of this Contract by reference as if repeated verbatim herein. In the event that a conflict exists between the referenced proposal of Contractor dated _____ and the terms of this Contract, the terms of this Contract shall govern and supersede any such conflicting terms of the proposal.

2. COMPENSATION AND METHOD OF PAYMENT

In consideration of the work to be performed by Contractor, as set forth under the Scope of Work, VBCPS shall order goods and services as needed and pay Contractor after such goods and services are delivered per the pricing schedules and discounts as follows: **(Enter pricing from Offerors response)**

3. TERM OF CONTRACT

TO BE DETERMINED DURING NEGOTIATIONS.

4. CONTRACT ADMINISTRATOR

The Contract Administrator for this project shall be **TBD**. Contact can be made at **757-000-0000**.

5. PRICE ESCALATION FOR RENEWABLE TERMS

TO BE DETERMINED DURING NEGOTIATIONS.

6. DOCUMENTS

This Contract and any exhibits or attachments thereto will constitute the final Contract Document (“Contract Document”). The Contract Document will be incorporated by reference into all purchase orders processed as part of this Contract.

In the event of a conflict in interpretation between the applicable Contract Document and this Contract, any such conflict will be resolved by giving precedence in the following order, most recently dated document first:

- a) Amendments and Change Orders to this Contract;
- b) The Contract and any Exhibits or Attachments thereto;
- c) The Proposal;
- d) The RFP and Subsequent Addenda.

7. CONTRACTUAL DISPUTES

All contractual disputes will be disposed of consistent with Virginia Public Procurement Code § 2.2-4363, as amended.

8. VENUE

Any and all suits for any claim(s) or for any and every breach or dispute arising out of this Contract shall be maintained in the Commonwealth of Virginia. Venue shall be the appropriate court of competent jurisdiction in the City of Virginia Beach, Virginia or the United States District Court for the Eastern District of Virginia, Norfolk Division.

9. APPLICABLE LAW

This Contract shall be deemed to be a Virginia Contract and shall be governed as to all matters, whether of validity, interpretations, obligations, performance or otherwise, exclusively by the laws of the Commonwealth of Virginia. All questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. Sales to schools are not affected by any fair trade agreements.

10. COMPLIANCE WITH ALL LAWS

Contractor's attention is directed to the fact that all applicable federal, state, local laws and ordinances, including all rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract. They will be deemed to be included in the Contract the same as though herein written out in full. Contractor must possess all necessary licenses and permits required to legally conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract prior to the initiation of work. Contractor further expressly represents that it is either a corporation, partnership, or limited liability company, as identified on the first page of this contract, in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the Contract and any extensions thereof.

11. GOOD STANDING WITH THE VIRGINIA STATE CORPORATION COMMISSION

If the Contractor is a Corporation, Limited Liability Company, General Partnership, Limited Partnership or a Business Trust and is organized or authorized to transact business in the Commonwealth pursuant to

Title 13.1 or Title 50 of the Code of Virginia, 1950, as amended, then the Contractor will remain in good standing with the Virginia State Corporation Commission throughout the term of this contract.

12. DRUG-FREE WORKPLACE

During the performance of this Contract, Contractor agrees to:

Provide a drug-free workplace for Contractor's employees.

Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition. State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, pertaining to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract. Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on School Board property are prohibited:

- The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs.
- Any impairment from the use of alcohol or other drugs, except for legitimate medical purposes.
- Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by VBCPS in addition to any criminal penalties that may result from such conduct.

13. CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION

All Contractors must comply with the *Code of Virginia § 22.1-296.1*. During the contract period, the Contractor must keep current its certification that the Contractor, its employees, its future employees, its subcontractor(s) and the employees of its subcontractor(s) who will be on Virginia Beach City Public Schools (VBCPS) Property or in the presence of VBCPS students during school sponsored activities **have not been convicted** of a felony, or any offense involving the sexual molestation of a child, or any offense involving physical or sexual abuse of a child, or rape of a child, or convicted of a crime of moral turpitude. Contractor must submit the appropriate **CONTRACTOR BACKGROUND CERTIFICATION FORM** as necessary to remain compliant.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS

Contractor agrees that it does not currently, and shall not during the performance of this contract, knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986."

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

16. NONDISCRIMINATION

Employment discrimination by Contractor shall be prohibited. During the performance of this Contract, Contractor agrees as follows:

- Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
- Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- Contractor will include the provisions of the foregoing first three paragraphs of this section in every subcontract ~~for services under this Master Agreement or purchase order of over \$10,000~~, so that the provisions will be binding upon each subcontractor ~~or vendor~~.

17. ANTI-COLLUSION CLAUSE

Contractor hereby certifies that this Contract, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, VBCPS has an interest in, or is concerned with, this Contract, and, that no person or persons, firm or corporation other than Contractor, have, or are, interested in this Contract.

18. FAILURE TO PERFORM

Contractor shall be liable to VBCPS for all ~~direct and actual~~ costs VBCPS incurs as a result of Contractor's failure to perform this Contract in accordance with its terms. Contractor's liability shall include, but not limited to: ~~direct and actual~~ damages and other delay costs incurred resulting in improper Contractor work, VBCPS increased costs of performance, such as ~~extended overhead and~~ increased performance costs resulting from Contractor-caused delays or improper Contractor work, warranty and rework costs, liability to third party, excess costs, reasonable attorney's fees and related costs.

19. FORCE MAJEURE

Neither party will be responsible for any resulting loss if the fulfillment of any of the terms or provisions of this agreement is delayed or prevented by a force majeure event, including, but not restricted to, revolutions, insurrections, riots, wars, acts of enemies, national emergency, pandemics, diseases, measures of any governmental authority, freight embargoes, strikes, catastrophic disasters, hurricanes, floods, fires, acts of God, or by any cause not within the ~~reasonable~~ control of the party whose performance is interfered with; ~~which by the exercise of reasonable diligence such party cannot prevent, whether of the class of causes enumerated above or not.~~

Upon occurrence of a force majeure event, the Contractor must ~~promptly~~ notify VBCPS that a force majeure event has occurred and its anticipated effect on performance, including its expected duration. The Contractor's obligation to notify VBCPS is an express condition to invoking this clause.

The Contractor must furnish VBCPS with periodic reports regarding the progress of the force majeure event. The Contractor must use reasonable diligence to minimize damages and to resume performance. ~~For the duration of the Force Majeure event, the affected party~~ VBCPS is

relieved from performance, ~~other than the obligation to pay~~, even if the underlying applicable event is foreseeable at the time of execution of the contract. If the ~~affected party Contractor~~ cannot resume performance to comport with the initial contract, ~~such party VBCPS~~ may cancel the initial contract after providing written notice to the ~~other party Contractor~~.

20. TERMINATION WITHOUT CAUSE

~~Either party VBCPS~~ may at any time, and for any reason, terminate this Contract by written notice to the ~~other party Contractor~~ specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to the Contractor ~~or VBCPS~~ by certified mail/return receipt requested at the address set forth in Contractor's Proposal or in the first paragraph of this Contract.

In the event of such termination, the Contractor shall be paid such amount as shall compensate Contractor for the work ~~in progress~~, satisfactorily completed, and accepted by VBCPS, at the time of termination.

If VBCPS terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to VBCPS any work completed or in process for which payment has been made.

21. TERMINATION WITH CAUSE/DEFAULT/CANCELLATION

In the event that the Contractor shall for any reason or through any cause be in default of the terms of this Contract, VBCPS may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Proposal or in the first paragraph of this Contract. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Contractor to cure the default, VBCPS may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to VBCPS any work in progress for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by VBCPS and provisions herein with respect to opportunity to cure default shall not be applicable.

Cancellation of this Contract for any reason may result in the Contractor being placed in a non-responsible status for future contracts.

22. HOLD HARMLESS/INDEMNIFICATION

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any ~~direct and actual and all~~ damages to persons or property ~~to the extent~~ caused by ~~or resulting from or arising out of~~ any ~~negligent act or willful misconduct omission~~ on the part of Contractor, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any work required by this Contract. Contractor agrees

to indemnify and hold harmless VBCPS and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits ~~by third parties due to, the extent caused by the negligence or willful misconduct of Contractor and~~ arising out of or in connection with (a) any ~~and all such direct and actual~~ damages, ~~real or alleged~~, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by VBCPS, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against VBCPS, its agents, volunteers, servants, employees or officials.

23. ENVIRONMENTAL CONSIDERATIONS

Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any cleanup activities, removals, remediation, responses, damages, fines, administrative or civil penalties or charges imposed on VBCPS, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, sub-consultants, or any other persons, corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

24. CONTRACT WAIVER

Any waiver of any provision of this Contract shall be in writing and shall be signed by the duly authorized agent of Contractor or VBCPS. The waiver by either party of any term or condition of this Contract shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Contract.

25. NOTICES

All notices, requests, demands, and elections under this Contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or six (6) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals.

- To VBCPS: Director of Purchasing
2512 George Mason Drive
Virginia Beach, VA 23456
- To Contractor: Account Manager as defined in first paragraph of this contract

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

26. RESPONSIVENESS

If Contractor fails to deliver goods or services **in agreed upon timeframe** or fails to replace **non-conforming** rejected articles immediately or within a reasonable **period of time as interpreted by VBCPS**, when so requested, the right is reserved to procure these goods or services from other sources. VBCPS reserves the right to authorize **immediate** purchase from other sources against **non-conforming** rejections on any contract when necessary, **after providing the Contractor with reasonable opportunity to cure**. On such purchases, Contractor agrees to reimburse VBCPS promptly for excess costs occurred by such purchases. Such purchases **are limited to products comparable in function, design, and cost and** will be deducted from Contract amount. Should the cost be less, Contractor shall have no claim to the difference. Contractor shall remove all **non-conforming** rejected materials, equipment or supplies from the premises of VBCPS within ten (10) days of notification. **Non-conforming** rejected items left longer than ten (10) days will be regarded as abandoned and VBCPS shall have the right to dispose of them as its own property.

VBCPS reserves the right to procure these services from another firm if the Contractor does not respond to the needs of VBCPS in accordance with any schedules dictated by VBCPS.

Rev. 4/29/2022

27. SEVERABILITY

If any provision of this Contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Contract, and all other provisions of this Contract shall remain in full force and effect.

28. AUDITS

VBCPS shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Contract (including any and all documents and other materials, which support or underlie those books and records), kept by or under the control of Contractor, including, but not limited to those kept by Contractor, its employees, agents, assigns, successors and subcontractors. Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three (3) years following the completion of this Contract including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon **reasonable advance** request, to VBCPS, through its employees, agents, representatives, contractors or other designees, during normal business hours at Contractor's office ~~or place of business in Virginia Beach, Virginia~~. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Virginia Beach, Virginia, which is convenient for VBCPS. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which VBCPS may have by State, VBCPS, or Federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are expressed or implied.

29. PERMITS AND LICENSING

Contractor shall be responsible for obtaining and the cost of any and all permits, inspections, consents, authorizations and impact fees as may be required to perform its obligation. All applicable licensing requirements are to be in compliance with any and all rules of VBCPS.

30. COPYRIGHT / PATENT INDEMNITY

Contractor shall pay all royalty and license fees relating to the items covered by this Contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this Contract constitute an infringement of any copyright, trademark, or patent, the Contractor shall indemnify VBCPS and hold VBCPS harmless from any cost, expense, damage or loss incurred in any manner by VBCPS on account of any such alleged or actual infringement.

31. CONTRACTOR IS NOT AN AGENT

Contractor will be considered an independent Contractor and shall not be deemed to be an agent, servant, employee or representative of VBCPS. Additionally, Contractor certifies that it does not have any relationship (ownership, contractual or otherwise) with any person or entity, which could have an effect on the Contractor's ability to fairly and effectively provide services pursuant to this Contract. **If any such relationship does exist, Contractor must disclose such information.**

32. VANDALISM

VBCPS will not reimburse Contractor for the cost of repairs for any damages to Contractor's equipment caused by students, other acts of vandalism or other occurrences.

33. MILITANCY

If by reason of any acts of God, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor is prevented from carrying out this Contract, the Contract shall not terminate, but VBCPS shall have the right to utilize the contracted equipment and supplies in which case the operating expenses incurred by VBCPS shall be deducted from the payments which VBCPS will make to Contractor for the period involved as if Contractor rendered the service directly. However, should such action result in loss or damages to equipment, such loss or damage will be recovered by Contractor from VBCPS.

34. ADDITIONAL SERVICES

Additional services not covered by this Contract shall be negotiated in advance, as necessary. These services will be dependent on the parties reaching mutual agreement as to adjustments in the service to be provided and the applicable rates. All rates for services not covered by this Contract must be approved in writing by VBCPS, in advance, or payment for services will not be authorized. VBCPS reserves the right to obtain these services by other methods at any time.

35. INVOICES

Contractor shall submit to VBCPS all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the Products and Services required under this Contract. Invoices shall not include any costs other than those identified in the executed VBCPS purchase order processed under this Contract or any subsequent change orders issued by VBCPS's Purchasing Division. All shipping costs are Contractor's responsibility, except to the extent such charges are identified in the executed VBCPS purchase order or change orders. Contractor's invoices shall provide at a minimum:

- Type and description of the Product or Service installed, delivered and accepted;
- The Contract number and/or VBCPS Purchase Order number.

36. TAXES

VBCPS is exempt from Federal, State and excise taxes. Contractor shall not include such taxes in any invoices under this Contract. Exemption certificates, if required, will be provided upon request. Contractor shall pay all sales, consumer, use and other similar taxes for the work or portions thereof provided by Contractor which are legally enacted at the time offers are received, whether or not yet effective. All taxes: City of Virginia Beach business license, personal property, real estate and all other applicable tax requirements are the responsibility of Contractor. VBCPS assumes no tax liability under this Contract.

37. PAYMENTS

Any costs related to the performance of the Contract must be included in the original response. Payment terms offering a "**prompt payment discount**" will **not** be considered in the evaluation of offers. All **other** payment terms shall be net thirty (30) calendar days or greater. Payment terms not specified by the Contractor shall be Net 45 days. Payment of invoices will be certified promptly by VBCPS for any item or service received in accordance with the specifications of this contract. **For clarification, Contractor's payment terms are Net 30 calendar days.**

Payment shall not preclude VBCPS from making a claim for adjustment on any item or service received later

found not to have been in accordance with the conditions of this contract. Payment will be made on an adjusted price basis for any item or service received later found to be inferior. Partial payments on a total order will be made only by a special arrangement with VBCPS and Contractor.

38. PAYMENTS TO SUBCONTRACTORS

Pursuant to the Virginia Procurement Act, the Contractor shall make payments to all subcontractors within seven (7) days after receipt of payment from VBCPS; or shall notify VBCPS and subcontractor in writing of the intention to withhold all or part of the amount due along with the reason for nonpayment. In the event payment is not made as noted, the Contractor shall pay interest at the rate of one (1) percent per month, unless otherwise provided in the contract, to the subcontractor on all amounts that remain unpaid after seven (7) days except for the amounts withheld as provided herein.

Contractor is liable for the entire amount owed to any subcontractor with which it contracts. Contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount promised to the subcontractor under the contract, the contractor shall notify the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor receiving payment for amounts owed to that contractor. Any provision in a contract contrary to this section shall be unenforceable.

These same requirements shall be included in each subcontract and shall be applicable to each lower-tier subcontractor. The Contractor shall provide VBCPS with its social security number or federal taxpayer identification number prior to any payment being made under this contract.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section may not be construed to be an obligation to VBCPS. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

39. NON-APPROPRIATION AVAILABILITY OF FUNDS

It is understood and agreed between the parties hereto that VBCPS shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, VBCPS shall immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or expense to VBCPS of any kind whatsoever.

40. MODIFICATION

Any and all modifications to this Contract shall be mutually agreed to by both parties, in writing, and authorized by VBCPS's Director of Purchasing or his designee.

41. NON-ASSIGNMENT

Contractor shall not, under any circumstances, assign the whole or any part of this Contract or any monies due

or to become due hereunder without prior written consent of VBCPS. In case the Contractor assigns all or any part of any monies due to or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any monies due to or to come due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of work called for in this Contract.

42. WARRANTY

Contractor guarantees:

- Against defective or faulty material or workmanship for at least one (1) year from date of acceptance.
- To furnish adequate protection from damage for all work and to repair damages of any kind for which it or its workers are responsible, to the building or equipment, to its own work, or to the work of others.
- Any merchandise or service provided under this Contract which is or becomes defective during the warranty period shall be **repaired or** replaced by Contractor, **in Contractor's sole discretion**, free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment or service (one year from the date of acceptance of the replacement).
Contractor shall make any such replacement immediately upon receiving notice from VBCPS.

43. INSURANCE

An original Certificate of Insurance naming VBCPS as additional insured will be required from the Successful Bidder.

~~The Contractor will be required to carry adequate insurance to protect VBCPS from loss in case of accident, fire, theft, etc., prior to acceptance by a responsible person representing VBCPS.~~

The Contractor shall require each of its Subcontractors to take out and maintain during the life of its Subcontract the same insurance coverage required of the Contractor.

Contractor agrees to secure and maintain in full force and effect at all times during the term of this Contract, the following policies of insurance:

- Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverage's, in an amount not less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate. Such insurance shall name VBCPS as an additional insured for both ongoing and completed operation on a primary and non-contributory basis. **Additional Insured applies only in the event of a loss due to Contractor's negligent acts.** Coverage will include a Waiver of Subrogation in favor of VBCPS.
- Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
- Umbrella / Excess liability Insurance including coverage with minimum limits of four million dollars (\$4,000,000) per occurrence and aggregate which shall attach over above noted policy coverages.
- Workers' Compensation Insurance as required under Code of Virginia, Title 65.2. not less than Five Hundred Thousand Dollars (\$500,000) per accident/employee and policy limit. Coverage will include a Waiver of Subrogation in favor of VBCPS.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to VBCPS, ~~and shall carry the provision, that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to VBCPS.~~ **Carrier will provide a 30-day notice of cancellation in accordance with the policy provisions.**

44. INSPECTIONS

All work must be inspected to ensure conformity with the specifications and requirements surrounding the work. Inspections should be arranged by contacting the Contract Administrator.

NO PAYMENT WILL BE MADE UNTIL THE WORK IS INSPECTED AND APPROVED.

Such inspection will occur immediately upon delivery and failure to reject product within 30 days will be deemed acceptance of such product. Title and transfer of loss will transfer upon delivery.

45. SAFETY REQUIREMENTS

- Contractor shall assure that all application, material handling, and associated equipment will be handled and operated in conformance with OSHA safety requirements. Where applicable, provide Material Safety Data Sheets for materials to be used on the project.
- Contractor shall comply with federal, state, and local fire and safety codes and requirements.
- Contractor shall advise VBCPS whenever work is expected to be hazardous to VBCPS employees, students or other building occupants.
- Contractor shall maintain fire extinguisher within easy access whenever power tools; flammable materials or heat producing devices are being used.
- Contractor shall advise VBCPS when volatile materials are to be used near air ventilation intakes or near occupied spaces so that action may be taken to prevent degradation of indoor air quality.
- Contractor shall dispose of all asbestos containing materials into an EPA approved sanitary landfill.
- Contractors performing work, that disturbs paint in housing and child-occupied facilities including schools built before 1978, must be EPA-certified and their employees must be trained in the use of lead-safe work practices. Contractor must follow Lead-safe work practices that minimize occupants' exposure to lead hazards. Information about these requirements can be found at www.epa.gov/lead or by calling 1-800-424-5323.

46. DELIVERY

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

47. RESTOCKING FEE

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

REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION
 - SUBSTITUTE FOR FORM W-9



VIRGINIA BEACH CITY PUBLIC SCHOOLS
 CHARTING THE COURSE

OBS Rev. 1-31-19

Pursuant to Section 6109 of the Internal Revenue Code, you must furnish your Taxpayer Identification Number (TIN) to Virginia Beach City Public Schools. If this number is not provided, you may be subject to a 24% withholding on each payment. You must provide your TIN whether or not you are required to file a tax return. To avoid the 24% withholding and to ensure that accurate tax information is reported to the Internal Revenue Service, please use this form to provide the requested information.

Tax Reporting Name: The HON Company, LLC
 (Note: Name is required above, DO NOT leave line blank)

Business Name: (if different from above):

Primary Address: 200 Oak Street

Muscatine
 City

Iowa
 State

52761
 Zip

U.S.A.
 Country

Remit address: (if different from primary) (include City, State and Zip) PO Box 404422, Atlanta, GA 30384-4422

NOTE: If you are a sole proprietor you may use either your SSN or EIN, as your Taxpayer Identification Number. If you are a corporation, partnership, government entity, trust or estate, tax exempt or non-profit organization you must provide an EIN as your Taxpayer Identification Number.
 NOTE: Check the appropriate box below for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Organization/Entity: Check Only One:	Business Classification: Check Only One:	Business Activity: Check Only One:	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3 of IRS form W-9); Exempt payee code (if any) Exemption from FATCA reporting Code (if any) (Applies to accounts maintained outside the U.S.)
<input type="checkbox"/> Individual/Sole Proprietorship or Single-member LLC	<input type="checkbox"/> Small Business	<input type="checkbox"/> Legal Services	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Women Owned Business	<input type="checkbox"/> Services Only	
<input type="checkbox"/> Partnership	<input type="checkbox"/> American Indian Owned	<input type="checkbox"/> Merchandise (goods) only	
<input type="checkbox"/> S Corporation	<input type="checkbox"/> African-American Owned	<input type="checkbox"/> Merchandise & Services	
<input type="checkbox"/> Medical/Health Care	<input type="checkbox"/> Asian-American Owned		
<input checked="" type="checkbox"/> Limited Liability Co. (C=Corp, S= S.Corp. P=Partnership)	<input type="checkbox"/> Eskimo Owned		
<input type="checkbox"/> Government Agency	<input type="checkbox"/> Hispanic Owned		
<input type="checkbox"/> Tax Exempt or Non-Profit Organization			
<input type="checkbox"/> Trust or Estate			
<input type="checkbox"/> Nonresident Alien (See Below)			

Federal Tax Identification Number

Or

Social Security Number

4	2	1	4	9	1	4	7	4
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CERTIFICATION: Under penalties of perjury, I certify that:

- The legal name and number shown on this confirmation letter is my correct legal name and taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3 of the IRS W-9 form.

Lisa Bequeath

563-272-7400

Authorized Signature

Phone

Fax

Lisa Bequeath

Senior Tax Accountant

HNITAXDEPT@HNICORP.COM

7/28/2022

Printed Name

Title

Email

Date

Virginia Beach City Public Schools * Office of Business Services (757) 263-1033

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup

withholding. The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b) (7) if the account satisfies the requirements of Section 401(f) (2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .

THEN the payment is exempt for . . .

Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations, S corporations must not enter an exempt payee code because they are exempt only for sales of non-covered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045 (f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.


- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a) (1) M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

8 CONTRACTOR BACKGROUND CERTIFICATION FORM

In a contract for services to be provided on School Board property or any property at which a school sponsored event takes place, the Contractor certifies that neither the Contractor nor the Contractor’s employees, agents, subcontractors or subcontractors’ employees who will have direct contact with Virginia Beach City Public Schools (“VBCPS”) students while performing such services have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor may require the above listed individuals to personally certify this information, but the Contractor will be responsible for submitting such certifications to the School Board. The certification requirement will be binding throughout the term of the contract and Contractor has a continuing duty to inform the School Board of any event that renders the certifications untrue. The Contractor certifies that it has procedures in place to inform its employees, agents, subcontractors or subcontractors’ employees of these requirements. Certifications with materially false statements may constitute reason to terminate the contract and may subject the person certifying the information to criminal prosecution.

- Contractor represents that none of its employees who will be in the presence of VBCPS students have been convicted of a felony or an offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- Contractor will obtain a Background Certification from all present and future employees and update VBCPS of any felony convictions and any convictions for offenses involving the sexual molestation or physical or sexual abuse or rape of a child.
- Contractor has established a process to maintain compliance with the terms set forth in this Contractor Background Certification and will provide verification to VBCPS on request.

Contractor’s signature on this form indicates that Contractor is deemed to have provided the certification described herein.



Contractor’s Signature

Eric Schroeder
Printed Name

Vice President, Finance
Title

The HON Company LLC
Company

200 Oak Street, Muscatine, IA 52761
Business Address

August 30, 2022
Date



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

February 1, 2013

RECEIVED

CT CORPORATION SYSTEM
DACIA JAMISON
4701 COX RD STE 301
GLEN ALLEN, VA 23060-6802

RECEIPT

RE: The HON Company LLC
ID: T052487 - 8
DCN: 13-01-31-1216

Dear Customer:

This receipt acknowledges payment of \$100.00 to cover the fee for filing an application for a certificate of registration to transact business in Virginia with this office.

This receipt also acknowledges payment of \$100.00 to cover the fee for expedited service.

The effective date of the registration is February 1, 2013.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, (866) 722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

RECEIPTLC
LLNCF
CIS0368

P.O. Box 1197, Richmond, VA 23218-1197
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk
Telecommunications Device for the Deaf-TDD/Voice: (804) 371-9206

CBB \$200
1301 31 1216

Clerk's Office
State Corporation Commission
1300 E. Main Street
Richmond, Virginia 23219

Please file the attached documents.

Special Instructions:

Please **hold documents for pickup.**

If there are any problems with the filing, please call us at (804) 217-7255.

Thank you,

Dacia Jamison

Dacia Jamison
CT Corporation System
Richmond Fulfillment Office

*from
P140206-5
from one records
of volume 9 attached
convenient*

(F-IA)

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2/11/2013
rll*

7092487-8



SCC21.2
(04/07)

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
CLERK'S OFFICE
1300 E MAIN ST
RICHMOND, VA 23219
(804) 371-9733
(866) 722-2551 Toll-free in Virginia

Expedited Service Request

Business Entity Filing

Read Information & Instructions pages before completing this form

This form MUST be completed and placed on top of EACH document that is submitted for expedited review and processing.

Entity Name: The Hon Company, LLC		Entity's SCC ID No. (if known):
Return Evidence of Filing To: (Correspondent's name and address) CT Corporation System 4701 Cox Road Suite 301 Glen Allen, Virginia 23060-6802 Contact Person: Dacia Jamison Phone Number: (804) 217-7255 Fax Number: (804) 217-8086 E-mail: Dacia.Jamison@wolterskluwer.com	Return Evidence of Filing By: (mark all that apply) <input checked="" type="checkbox"/> Hold for Pickup (Available at 4:00 p.m.) <input type="checkbox"/> First-Class Mail <input type="checkbox"/> USPS Express Mail (Prepaid envelope required.) <input type="checkbox"/> Overnight via <input type="checkbox"/> UPS <input type="checkbox"/> Fed Ex (Completed airbill with account number required.) <input type="checkbox"/> Fax (Additional charge of \$25. Only available for Expedited Filings, Categories A and C.) Complete, if not correspondent: Name: _____ Fax No.: () _____ - _____	
~~~ See Information & Instructions for description of categories. ~~~  <b>Expedited Service(s) Requested:</b> (mark service requested)		<b>FOR OFFICE USE ONLY</b>  <div style="font-size: 24pt; font-weight: bold;">1301 31 1216</div>  I/O <input type="checkbox"/> <div style="float: right; border: 1px solid black; padding: 5px; font-family: cursive; font-size: 24pt;">CBB</div>
***Expedite Fee(s): ***(does not include filing fee(s) – see footnote)		
<input checked="" type="checkbox"/> <b>Category A</b> Expedite Business Entity Document listed in Schedule A  <input type="checkbox"/> Same Day Service (In by Noon) \$ 200 <input checked="" type="checkbox"/> Next Day Service (In by 4:00 p.m.) \$ 100  <input type="checkbox"/> <b>Category B</b> Preliminary Review of a Document listed in Schedule A (2 nd Business Day Service Only – In by 4:00 p.m.) \$ 50 (Note: No fee if document is a preliminary review resubmission within 30 days of initial submission.)  <input type="checkbox"/> <b>Category C</b> Expedite Business Entity Document listed in Schedule C (Next Day Service Only – In by 4:00 p.m.) \$ 50		

Thursday, January 31, 2013

1302020214

CIS0368 CIS 02/01/13  
 1 60 CISM0180 CORPORATE DATA INQUIRY 09:33:07

CORP ID: F140706 - 5 STATUS: 00 ACTIVE STATUS DATE: 12/30/99  
 CORP NAME: HON COMPANY, THE

DATE OF CERTIFICATE: 12/30/1999 PERIOD OF DURATION: INDUSTRY CODE: 00  
 STATE OF INCORPORATION: IA IOWA STOCK INDICATOR: S STOCK  
 MERGER IND: CONVERSION/DOMESTICATION IND:  
 GOOD STANDING IND: Y MONITOR INDICATOR:  
 CHARTER FEE: 250.00 MON NO: MON STATUS: MONITOR DTE:  
 R/A NAME: CT CORPORATION SYSTEM

STREET: 4701 COX RD STE 301 AR RTN MAIL:

CITY: GLEN ALLEN STATE : VA ZIP: 23060 6802  
 R/A STATUS: 5 B.E. AUTH IN VI EFF. DATE: 01/05/04 LOC.: 143  
 ACCEPTED AR#: 212 54 1815 DATE: 10/30/12 HENRICO COUNTY  
 CURRENT AR#: 212 54 1815 DATE: 10/30/12 STATUS: A ASSESSMENT INDICATOR: 0  

YEAR	FEES	PENALTY	INTEREST	TAXES	BALANCE	TOTAL SHARES
12	700.00					100,100

 COMMAND: .....  
 4A0 06,016

Converted to T052487-8

The HON Company LLC

effective 02/01/13



RECEIVED  
FEB 11 2013  
STATE CORPORATION COMMISSION

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

AT RICHMOND, FEBRUARY 1, 2013

The State Corporation Commission has found the accompanying application for a certificate of registration to transact business in Virginia submitted on behalf of

The HON Company LLC

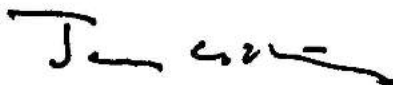
to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF REGISTRATION TO TRANSACT BUSINESS IN  
VIRGINIA

be issued and admitted to record with the application in the Office of the Clerk of the Commission, effective February 1, 2013.

STATE CORPORATION COMMISSION

By



James C. Dimitri  
Commissioner

FLLCACPT  
CIS0368  
13-01-31-1216



COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

LLC-1052  
(04/09)

APPLICATION FOR A CERTIFICATE OF REGISTRATION TO  
TRANSACTION BUSINESS IN VIRGINIA AS A FOREIGN LIMITED LIABILITY COMPANY

1. The name of the foreign limited liability company is (include, if required, any "for use in Virginia" name in parentheses)

The HON Company LLC

2. The foreign limited liability company was formed under the laws of

Iowa

on

1/2/2013

(state or other jurisdiction of formation)

(date of limited liability company's formation)

3. (Mark if applicable: ) The limited liability company was previously authorized or registered with the Commission to transact business in Virginia as a foreign business entity. (See instructions.) Set forth the additional required information on an attachment.

4. A. The name of the limited liability company's registered agent in VIRGINIA is

C T Corporation System

B. The registered agent is (mark appropriate box):

(1) an INDIVIDUAL who is a resident of Virginia and

- a member or manager of the limited liability company.
- a member or manager of a limited liability company that is a member or manager of the limited liability company.
- an officer or director of a corporation that is a member or manager of the limited liability company.
- a general partner of a general or limited partnership that is a member or manager of the limited liability company.
- a trustee of a trust that is a member or manager of the limited liability company.
- a member of the Virginia State Bar.

OR

(2)  a domestic or foreign stock or nonstock corporation, limited liability company or registered limited liability partnership authorized to transact business in Virginia.

C. The limited liability company's VIRGINIA registered office address, including the street and number, if any, which is identical to the business office of the registered agent, is

4701 Cox Road, Suite 301

Glen Allen

VA

23060-6802

(number/street)

(city or town)

(zip)

which is physically located in the  county or  city of

Henrico

5. The post office address, including the street and number, of the limited liability company's principal office is

408 East Second Street, PO Box 1109

Muscatine

IA

52761

(number/street)

(city or town)

(state)

(zip)

6. The Clerk of the Commission is irrevocably appointed as the agent of the limited liability company for service of process if the company fails to maintain a registered agent in Virginia as required by § 13.1-1015 of the Code of Virginia, the registered agent's authority has been revoked, the registered agent has resigned, or the registered agent cannot be found or served with the exercise of reasonable diligence.

7. The limited liability company is a "foreign limited liability company" as defined in § 13.1-1002 of the Code of Virginia.

Executed in the name of the foreign limited liability company by:

(signature)

January 21, 2013

(date)

563-272-7590

(telephone number (optional))

Steven M. Bradford

(printed name)

Manager

(title (e.g., member or manager)) (see instructions for requisite signature)

PRIVACY ADVISORY: Information such as social security number, date of birth, maiden name, or financial institution account numbers is NOT required to be included in business entity documents filed with the Office of the Clerk of the Commission. Any information provided on these documents is subject to public viewing.

SEE INSTRUCTIONS ON THE REVERSE



(b)  
(4)  
(c)  
(d)  
(e)  
(f)  
(g)  
(h)  
(i)

APPLICATION FOR A CERTIFICATE OF REGISTRATION TO TRANSACT  
BUSINESS IN VIRGINIA AS A FOREIGN LIMITED LIABILITY COMPANY

- 3. Name of Entity: The HON Company
- Entity Type: For-Profit-Corporation
- State of Jurisdiction: Iowa
- Identification Number: F140706-5

ARTICLES OF CONVERSION  
FOR  
THE HON COMPANY

230031

634848 CONO \$5.00 DIANEZ 1/3/13

2009/015

TO THE IOWA SECRETARY OF STATE:

F1407065

The undersigned, acting on behalf of the sole shareholder of The HON Company, an Iowa corporation ("Corporation"), adopts the following Articles of Conversion for such Corporation, pursuant to Iowa Code Section 490.1113:

1. The Corporation is being converted into an Iowa limited liability company.
2. The name of the Iowa limited liability company is The HON Company LLC. *Random*
3. The conversion is effective as of 12:01 a.m. on the filing date hereof.
4. The conversion was approved as required by Iowa Code Chapter 490 and Iowa Code Chapter 489.

Signed as of January 2, 2013.

HNI Holdings Inc.  
Sole Shareholder of The HON Company

By *Steven M. Bradford*  
Name Steven M. Bradford  
Title Vice President and Secretary

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**PLAN OF CONVERSION  
FOR  
THE HON COMPANY**

1. The name of the converting organization is The HON Company, an Iowa corporation (the "Corporation").
2. The name of the converted organization is The HON Company LLC, an Iowa limited liability company (the "LLC").
3. The sole shareholder of the Corporation is HNI Holdings Inc., an Iowa corporation ("HNI Holdings"). HNI Holdings' entire interest in the Corporation will be converted into a 100 percent membership interest in the LLC.
4. Copies of the Certificate of Organization and Operating Agreement for the LLC are attached hereto.
5. This Plan of Conversion may be amended at any time before Operating Agreement is delivered to the Iowa Secretary of State for filing by the same consent as was required to approve the Plan of Conversion.

FILED  
IOWA  
SECRETARY OF STATE  
1-2-13  
11:56A  
W819850  


CERTIFICATE OF ORGANIZATION  
OF  
THE HON COMPANY LLC

230031

634848 CORG \$50.00 DIANEZ 1/3/13

2013010615

The undersigned Organizer of a limited liability company organized under the Iowa Limited Liability Company Act, Chapter 489, Code of Iowa, adopts the following Certificate of Organization for such limited liability company.

ARTICLE I  
NAME OF LIMITED LIABILITY COMPANY

The name of the limited liability company shall be The HON Company LLC.

ARTICLE II  
REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the limited liability company is 408 East Second Street, Muscatine, Iowa 52761. The initial registered agent at such address is Steven M. Bradford.

ARTICLE III  
PRINCIPAL OFFICE

The street address of the principal office of the limited liability company is 408 East Second Street, Muscatine, Iowa 52761.

ARTICLE IV  
PERIOD OF DURATION

The limited liability company's existence shall commence as of 12:01 a.m. on the date hereof and shall continue for the period of 50 years, unless sooner dissolved pursuant to the terms of its operating agreement, or as otherwise provided by law.

ARTICLE V  
WRITTEN OPERATING AGREEMENT

Any operating agreement entered into by the member of the limited liability company, and any amendments or restatement thereof, shall be in writing. No oral agreement among any of the member or managers of the limited liability company shall be deemed or construed to constitute any portion of, or otherwise affect the interpretation of, any written operating agreement of the limited liability company, as amended and in existence from time to time.

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ARTICLE VI  
MANAGERS

The business and affairs of the limited liability company shall be governed by managers. The actions of a member or any other person acting in any capacity other than as a manager of the limited liability company shall not bind the limited liability company.

ARTICLE VII  
LIMITATION OF LIABILITY OF MANAGERS

Managers of the limited liability company shall not be liable to the limited liability company or its members for monetary damages for breach of fiduciary duty as a manager; provided, however, that this limitation of liability does not apply to any of the following:

1. Breach of the manager's duty of loyalty to the limited liability company or its members;
2. Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; and
3. Transaction from which the manager derives an improper personal benefit or a wrongful distribution in violation of Iowa Code Section 489.406.

ARTICLE VIII  
CONVERSION


The limited liability company is being formed by conversion of The HON Company, an Iowa corporation. The conversion was approved as required by the Iowa Code Chapter 490 and Iowa Code Chapter 489.

The organizer signed this Certificate of Organization on January 2, 2013.

Steven M. Bradford  
Vice President and Secretary, HNI Holdings Inc.  
Organizer

FILED  
IOWA  
SECRETARY OF STATE  
1-2-13  
11:57A  
W819851



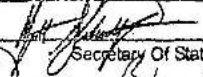


**STATE OF IOWA**  
Secretary of State Office

C# 058

I hereby certify that this is a true and complete document(s) to which the seal is affixed as filed in this office beginning January 2, 2013 to and including the date below.

Dated January 15, 2013

  
Secretary Of State

By: Deanna Blumhett

*4/pcs*

