

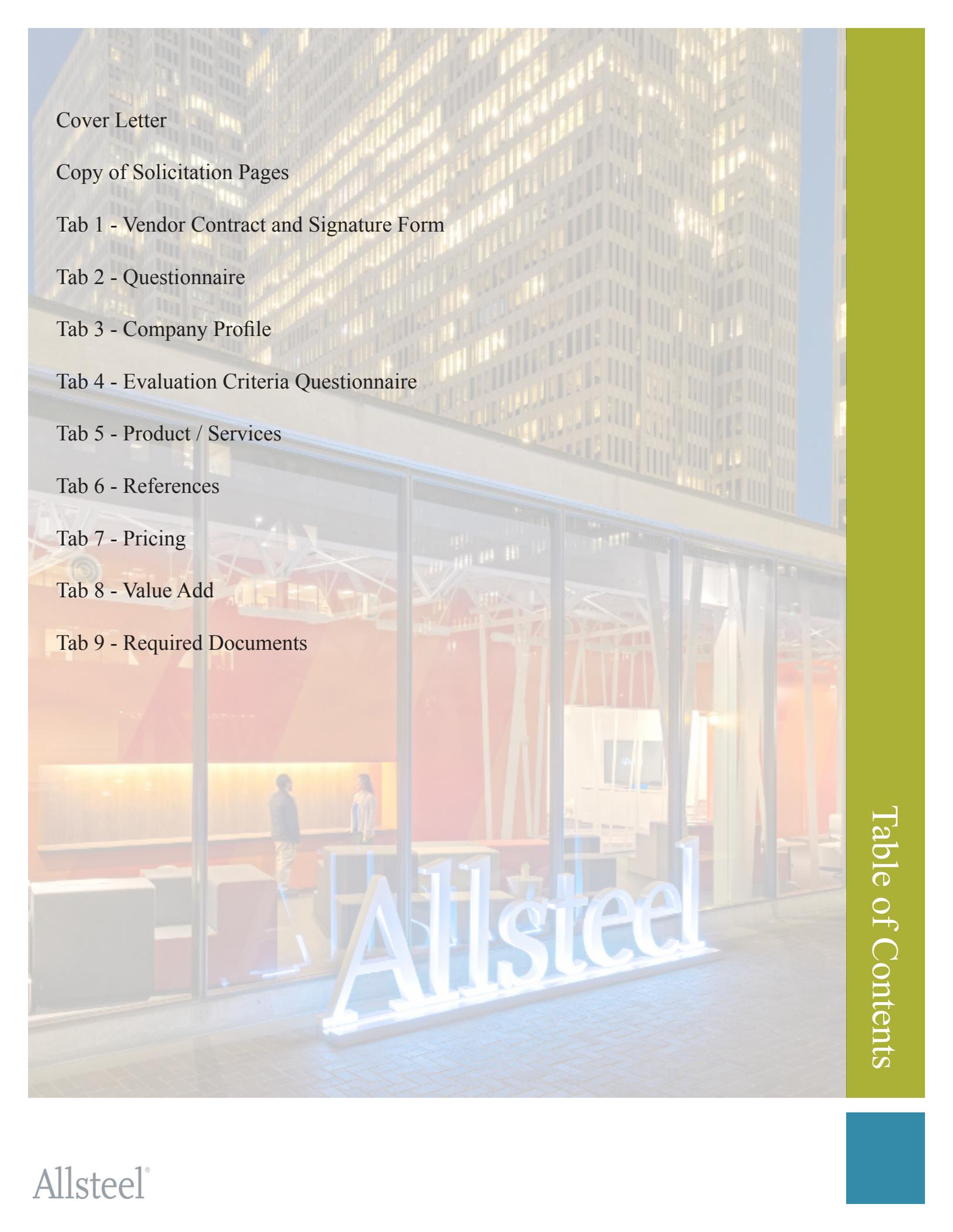


TCPN

The Cooperative Purchasing Network

Allsteel Inc. Proposal for Furniture & Installation
Solicitation Number 14-22 | December 10, 2014 2:00 PM





Cover Letter

Copy of Solicitation Pages

Tab 1 - Vendor Contract and Signature Form

Tab 2 - Questionnaire

Tab 3 - Company Profile

Tab 4 - Evaluation Criteria Questionnaire

Tab 5 - Product / Services

Tab 6 - References

Tab 7 - Pricing

Tab 8 - Value Add

Tab 9 - Required Documents

December 10, 2014

Region 4 ESC
Attn: Furniture Evaluation Committee
7145 West Tidwell Road
Houston, TX 77092

Re: The Cooperative Purchasing Network "TCPN" Solicitation Number 14-22

Dear Furniture Evaluation Committee:

On behalf of Allsteel, I would like to thank you for the opportunity to participate in your Request for Proposal. As a TCPN contract holder since 2007, Allsteel values the work we have performed for your members and we look forward to continuing our relationship with Region 4 and TCPN.

At Allsteel, we have invested significant resources in developing unique, functional and relevant solutions that will last for years to come. We believe everything starts and ends with providing customers what they need, better than they expected, better than we did yesterday, and better than anyone else.

This means listening to our clients and developing solutions that address their needs and processes that ensure their satisfaction. We strive to develop relevant solutions through extensive research and continuous product innovation. The foundation of Allsteel's innovation is steeped in comprehensive research with Architects, Designers, Facility Managers, and End Users. The emerging desires of our customers, therefore our focus, include reducing our collective impact on the environment, end user comfort and control, and the adaptability of a quickly changing workplace and workforce. All of our new product developments, the maintenance of our existing portfolio, and the services we supply, pursue innovative and meaningful benefits to our customers.

Additionally, we ensure customer satisfaction by engaging servicing dealers that have the people, tools, and resources to make certain each project runs smoothly. To support your members, Allsteel is utilizing the services of our nationwide network of dealers. This solution has provided your members with locally-owned businesses that understand your members' needs, while still providing the strength and capabilities of Allsteel.

Allsteel Inc. is a wholly owned subsidiary of the HNI Corporation. HNI Corporation businesses comprise some of the strongest and best-known brands in the office furniture industry to include The HON Company, Allsteel, Gunlocke, Maxon, Paoli, HBF, Artcobell, and Midwest Folding Products. HNI's business model for these operating companies is a "split and focus"

approach that allows each of the brands to operate individually and cater to the needs of our specific market segments. Although the brands operate independently, our operating companies also work together to provide a full range of office product solutions and to leverage operational efficiencies to deliver the best value to our customers.

To that end, Allsteel, as well as the other HNI companies that are awarded a contract, respectfully request that the sales volume for all of the HNI operating companies be aggregated on an annual basis to determine the administrative fee tier and percentage, as outlined in Section 9.6. Each of the HNI operating companies will be responsible for individually reporting and paying the administrative fee as outlined in the TCPN terms and conditions per their individual contracts.

Thank you again for the opportunity to earn your business. Allsteel is prepared and committed to delivering a complete solution that is specific to your members needs, both today and in the future. As you review our proposal, I hope you find the information you need to invite us to continue to the next step in your process. It will be our pleasure to answer any questions you have along the way.

Best regards,

A handwritten signature in black ink, appearing to read "Steve Sparks", written in a cursive style.

Steve Sparks
VP, Higher Education - State & Local Government
Allsteel Inc.



7145 West Tidwell Road ~ Houston, Texas 77092
(713) 744-6835
www.esc4.net

Publication Date: October 30, 2014

NOTICE TO OFFEROR

SUBMITTAL DEADLINE: Wednesday, December 10, 2014 @ 2:00 PM CST

Questions regarding this solicitation must be submitted in writing to Robert Zingelmann at questions@esc4.net or (713) 744-6835 no later than *December 3, 2014*. All questions and answers will be posted to both www.esc4.net and www.tcpn.org under [Solicitations](#). Offerors are responsible for viewing either website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

**Request for Proposal (RFP)
by**

Region 4 Education Service Center (“ESC”)

for

Furniture and Installation

On behalf of itself, other government agencies and non-profits, made available through The Cooperative Purchasing Network “TCPN.”

Solicitation Number 14-22

Note: Envelopes must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of vendor. Electronic submissions of the RFP will not be accepted. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 pm CST, at which time the bid opening process shall commence. Proposals will be collected in a conference room to be determined by Region 4 ESC and opened and recorded publicly.

ATTENTION OFFERORS:

Submission of a proposal confers NO RIGHT on an Offeror to an award or to a subsequent contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a contract. Region 4 ESC reserves the right to amend the terms and provisions of the RFP, negotiate with a proposer, add, delete, or modify the contract and/or the terms of any proposal submitted, extend the deadline for submission of proposals, ask for best and final offers, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. An individual proposal may be rejected if it fails to meet any requirement of this RFP. Region 4 ESC may seek clarification from a proposer at any time, and failure to respond within a reasonable time frame is cause for rejection of a proposal.

Please be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by the State of Texas.

Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the “Acknowledgement and Acceptance to Region 4 ESC’s Open Record Policy” form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

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

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

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC' s OPEN RECORDS
POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

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

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

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

Date

Authorized Signature & Title

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A. INTRODUCTION

I. Background on Region 4 Education Service Center

Region 4 Education Service Center (“Region 4 ESC” herein “Lead Public Agency”) on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Participating Agencies”) solicits proposals from qualified Offerors to enter into a Vendor Contract (“contract”) for the goods or services solicited in this proposal.

Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities). These types of contracts are commonly referred to as being “piggybackable”.

Region 4 ESC’s purchasing cooperative was established in 1997 as a means to increase their economic and operational efficiency. The purchasing cooperative has since evolved into a National Cooperative used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services.

II. What is the role of The Cooperative Purchasing Network (“TCPN”)

The Cooperative Purchasing Network (“TCPN”) assists Region 4 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the member. TCPN leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services. Through the TCPN solicitation process, Region 4 ESC awards contracts covering Facilities, Furniture, Office Supplies & Equipment, Security Systems, and Technology and other goods and services industries.

III. Purpose of TCPN

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public entities that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

IV. Customer Service

- TCPN is dedicated to making our contracts successful for both our members and our awarded vendors.
- TCPN is committed to providing our members and awarded vendors with high quality service.
- TCPN has dedicated staff available to answer questions, offer guidance and help in any way possible.

B. SCOPE

It is the intention of Region 4 ESC to establish a contract with vendor(s) for **Furniture and Installation**. Awarded vendor(s) shall perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those in place.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

Region 4 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, TCPN also requests any value add commodity or service that could be provided under this contract.

While this solicitation specifically covers Furniture and Installation respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

C. KEY DEFINITIONS

Days: means calendar days.

Lead agency: means the government entity advertising, soliciting, evaluating and awarding the contract. This definition also includes a public agency that meets the definition of a political subdivision, including a county, city, school district, state, public higher education or special district.

Lowest Pricing Available: means the overall lowest not-to-exceed price available for the specified goods or services at the time the vendor submits their proposal.

Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Responsive Offeror: means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

Solicitation: means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other invitation or request by which we invite a person to participate in a procurement.

Specifications: means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Vendor: means any provider or seller of goods and/or services that has a contractual relationship with Region 4 or TCPN.

D. GENERAL TERMS AND INSTRUCTIONS TO OFFERORS

- I. **Submission of Response:** Unless otherwise specified in the solicitation, all submitted proposals must contain one (1) bound and signed original copy of the solicitation, and two (2) electronic copies on CD, DVD or flash drives (i.e. pin or jump drives) shall be provided. Please see format requirements below. Vendor must also submit one (1) electronic proposal free of propriety information to be posted on Vendor information page if awarded a contract.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this proposal.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Offeror and shall be included with the response. (See Appendix D).

- II. **Proposal Format:** Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine. All forms are to be completed electronically.

Include a copy of the entire RFP document that you are responding to, prior to your tabulated response. This means that all pages prior to the Appendixes must be included before Tab 1. Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

III. **Binder Tabs:**

- Tab 1 – Entire Vendor Contract and Signature Form
 - General Terms and Conditions Acceptance Form (Appendix D)
- Tab 2 – Questionnaire (Appendix E)
- Tab 3 – Company Profile (Appendix F, excluding References section)
- Tab 4 – Evaluation Criteria Questionnaire (Appendix I)
- Tab 5 – Product / Services (Appendix B)
- Tab 6 – References (Appendix F)
- Tab 7 – Pricing (Appendix C)
- Tab 8 – Value Add (Appendix G)
- Tab 9 – Required Documents
 - Additional Required Documents (Appendix H)
 - Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4).

- IV. **Mailing of Proposals:** All bids and proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From _____
Company _____
Address _____
City, _____ State, _____ Zip _____
Solicitation Name and Number _____ Due Date and Time _____

- V. **Time for Receiving Proposals:** Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 will begin the process of opening all bids publicly by collecting all proposals received before the deadline in the room designated for the bid opening. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.

- VI. **Inquiries and/or Discrepancies**: Questions regarding this solicitation must be submitted in writing to Robert Zingelmann at questions@esc4.net or (713) 744-6835 no later than *December 3, 2014*. All questions and answers will be posted to both www.esc4.net and www.tcpn.org under **Solicitations**. Offerors are responsible for viewing either website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.
- VII. **Restricted and Prohibited Communications with Region 4 ESC**: During the period between the date Region 4 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in Section “Inquiries and/or Discrepancies” in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC’s agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror’s response with any member of Region 4 ESC’s Board of Directors or employees except for communications with Region 4 ESC’s designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, bidder, offeror, lobbyist or consultant and any member of Region 4 ESC’s Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC’s purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC’s legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC’s Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC’s representatives.

VIII. Calendar of Events (subject to change):

<u>Event</u>	<u>Date:</u>
Issue RFP	October 30, 2014
Pre-proposal Conference	None
Deadline for receipt of questions via email	December 3, 2014
Issue Addendum/a (if required)	To Be Determined
Proposal Due Date	December 10, 2014
Approval from Region 4 ESC	February 24, 2015
Contract Effective Date	May 1, 2015

CONDITIONS OF SUBMITTING PROPOSALS

IX. Amendment of Proposal: A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

X. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any contracts entered into prior to Region 4 ESC receiving notice must be honored.

No Offeror should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

XI. Clarifications: Offeror may receive a written request to clarify, in writing, its proposal in order to determine whether a proposal should be considered for award. The process of clarification is not an opportunity for an Offeror to revise or modify its proposal, and any response by an Offeror to a written request for clarification that attempts to revise or modify its proposal shall be given no effect. The purpose of the request for clarification will be solely made for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal, which may be corrected or waived in the leading agency's sole discretion.

XII. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the contract, and the Offeror shall receive notice of the rejection of its proposal.

XIII. Negotiations: Region 4 ESC shall determine which responsive proposals are in the competitive range and/or are reasonably susceptible of being selected for award. Proposals not in the competitive range may not be further evaluated. Proposals in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that Region 4 ESC decides to conduct negotiations, notice shall be provided to each Offeror whose proposal is being considered for award, which notice may identify, in general terms, the elements or factors upon which Region 4 ESC intends to base its negotiations. Offerors will not be assisted, in any way, to bring their proposal up to the level of other proposals through discussions. During the course of negotiations, no Offeror's technical proposal or pricing shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Region 4 ESC will also not indicate to Offeror a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Offerors' proposals or prices.

- XIV. Best and Final Offer:** Region 4 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.
- XV. Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

- XVI. Quality of Materials or Services:** Offeror shall state the brand name and number of the materials being provided. If none is indicated then it is understood that the offeror is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

- XVII. Samples:** Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements.

Submissions may be rejected for failing to submit samples as requested.

- XVIII. Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 4 ESC to award a manufacturer's complete line of products, when possible.

- XIX. Formation of Contract:** A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 4 ESC. A contract is formed when Region 4 ESC's board signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response thus, eliminating the need for a formal signing process.

- XX. Estimated Quantities:** Region 4 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation based on multiple surveys and usage of other contracts that may have included similar services, however, Region 4 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The volume for this contract is estimated to be from **\$75 million** a year to **\$85 million** a year. This information is provided solely as an aid to contract vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

XXI. Multiple Awards: membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 4 ESC to fulfill current and future needs, Region 4 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 4 ESC.

XXII. Non-Exclusive: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for to sole convenience and benefit of participating members. Region 4 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

XXIII. Award or Rejection of Proposals: In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to participating agencies, price and other factors considered. Region 4 ESC reserves the right to use a “Market Basket Survey” method, based on randomly selected criteria to determine the most advantageous response. To qualify for evaluation, a proposal must have been submitted on time, and satisfy all mandatory requirements identified in this solicitation. Proposals that are materially non-responsive will be rejected and the Offeror will be provided notice of such rejection.

XXIV. Evaluation Process: In evaluating the responses the following predetermined criteria is considered:

Products/Pricing (40 Points)

1. All products and services available
2. Pricing for all available products and services
3. Pricing for warranties on all products and services
4. Ability of Customers to verify that they received contract pricing
5. Payment methods
6. Other factors relevant to this section as submitted by the proposer

Performance Capability (30 Points)

1. Ability to deliver products and services nationally
2. Response to emergency orders
3. Average Fill Rate
4. Average on time delivery rate
5. Shipping charges
6. Return and restocking policy and applicable fees
7. History of meeting the shipping and delivery timelines
8. Ability to meet service and warranty needs of members
9. Customer service/problem resolution
10. Invoicing process
11. Contract implementation/Customer transition
12. Financial condition of vendor
13. Website ease of use, availability, and capabilities related to ordering, returns and reporting
14. Offeror’s safety record
15. Instructional materials
16. Other factors relevant to this section as submitted by the proposer

Qualification and Experience (20 Points)

1. Offeror’s reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with Region 4 ESC and/or TCPN members

4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 10 customer references relating to the products and services within this RFP
10. Other factors relevant to this section as submitted by the proposer

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the proposer

XXV. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXVI. Evaluation: A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance.

XXVII. Past Performance: An Offeror's performance and actions under previously awarded contracts are relevant in determining whether or not the Offeror is likely to provide quality goods and services to TCPN members; including the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer.

OPEN RECORDS POLICY

XXVIII. Proprietary Information: Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledge and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

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

PROTEST OF NON-AWARD

XXIX. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CDT. No protest shall lie for a claim that the selected Vendor is not a responsible Offeror. Protests shall be filed with Robert Zingelmann and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested.
5. Any protest review and action shall be considered final with no further formalities being considered.

LIMITATION OF LIABILITY

XXX. Waiver: BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE COOPERATIVE PURCHASING NETWORK AND REGION 4 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXXI. NEITHER REGION 4 ESC NOR TCPN SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 4 ESC OR TCPN.

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between _____ ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____ ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Purchasing procedure:**

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO “**Per TCPN Contract # R_____.**”
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC’s intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being “piggybackable”.

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

3.3. **Offeror’ s Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor’s contract document shall not become part of Region 4 ESC’s contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements:** The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

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

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

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

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

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

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the

lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

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

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting**: The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:
- Vendor Name
 - TCPN Contract Number
 - Reporting Period/Year
 - Entity Name
 - Entity Address (Including Street, City, State & Zip)
 - Entity Purchase Order Number (Individual Purchase Order Numbers)
 - Purchase Order Date
 - Gross Sale Amount
 - Administrative Fee (Based on Gross Sale Amount)

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
- Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.
- It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.
- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor’s sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor’s pricing that is offered to eligible entities at Region 4 ESC’s sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor’s pricing at Vendor’s sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

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

11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line**: Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement**: (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions**: For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking**: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

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

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

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

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

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

- 13.3 **Indemnity**: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax**: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- 13.5 **Marketing**: Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.

- 13.6 **Certificates of Insurance**: Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

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

- 13.8 **Open Records Policy**: Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are

exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

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

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

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

VENDOR CONTRACT SIGNATURE FORM

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

Prices are guaranteed: **120 days**

Company name _____
Address _____
City/State/Zip _____
Telephone No. _____
Fax No. _____
Email address _____
Printed name _____
Position with company _____
Authorized signature _____

Accepted by The Cooperative Purchasing Network:

Term of contract _____ to _____

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member _____
Date

Print Name

Region 4 ESC Authorized Board Member _____
Date

Print Name

TCPN Contract Number _____

Appendix B:

PRODUCT / SERVICES SPECIFICATIONS

It is the intention of Region 4 ESC to establish an annual contract with highly qualified Vendor(s) for **Furniture and Installation** on a national basis. Vendor(s) shall, at the request of Region 4 ESC and/or TCPN members, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS.

The scope of this RFP shall include but not limited to the following categories. Respondents do not have to offer every category in order to be considered for award.

- Category A – Audio/Visual Furniture
- Category B – Cafeteria
- Category C – Casegoods
- Category D – Classroom & Library
- Category E - Dormitory
- Category F – Ergonomic Solutions
- Category G – Filing Storage
- Category H – Lounge/Reception
- Category I – Related Products and Support Services
- Category J – Science Lab
- Category K – Seating / Chairs
- Category L – Tables/Meeting Conference Room
- Category M – Technology Support Furniture
- Category N - Workstation

Respondents are strongly encouraged to submit their entire catalogue and turn-key solutions within the scope of this RFP. Region 4 ESC reserves the right to reject parts of offerings that it deems to fall outside the scope of the RFP.

Respondents shall be able to offer Region 4 and TCPN members the best options available to meet their needs and shall be familiar with the resources available to provide the product/services at the best possible cost.

Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalogue numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, the Vendor(s) may provide any product that meets or exceeds the applicable specifications. The Vendor(s) shall demonstrate comparability to the Customer's satisfaction. The Customer will decide at their sole discretion whether a product is acceptable as an equivalent.

The Respondent warrants that all products under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Respondent has the primary responsibility to submit product specific warranty as required and accepted by industry standards.

Respondents shall provide a clear and detailed description of shipping and delivery terms if different than that described in Article 7; 7.1

Dealers/Resellers

If Respondent is a dealer or re-seller a Manufacturer's Dealer Certificate (Exhibit A) verifying their authorization to offer product line must be included in their response. Failure to include may result in a non-award.

Manufacturers

A complete list of authorized dealers/resellers must be included in your proposal. Failure to include may result in a non-award. It shall be the responsibility of the manufacturer to ensure this list is current and to advise Region 4/TCPN of any additions and/or deletions to this list.

Product/Price Updates

New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All requests are subject to review and approval by Region 4 ESC and/or TCPN. At no time is the Supplier allowed to unilaterally change products or pricing.

Successful bidder shall be responsible for notifying TCPN of all obsolete and discontinued products in writing and in a timely manner.

Returns

The vendor will honor all standard return policies. No restocking fees may be charged to Region 4 or TCPN members if an item is returned due to damage, incorrect product shipped or Vendor customer service order entry error. Restocking fees for all other reasons shall be capped at 10% of the value of the items that require restocking.

EXHIBIT A

DEALERS CERTIFICATE

Attention Dealers: This certificate is to be completed and returned with each Dealer's proposal. Return one (1) original certificate for each Manufacturer/Brand that you are bidding.

*******MANUFACTURER'S DEALER CERTIFICATE*******

This Certifies that: _____ is a valid Reseller in
(Bidder's Name)

good standing of: _____.
(Manufacturer/Brand Name)

Note: This must be executed by the Manufacturer. Dealers or other parties are not authorized to sign this certificate on behalf of the manufacturer. Failure to include a properly completed signed and notarized form with your bid will result in rejection of your bid for that manufacturer's line items.

This certificate indicates that the bidder is currently an authorized dealer in good standing of this manufacturer's products, but will not authorize the bidder to create or impose any obligation or liability on the manufacturer. Manufacturer shall have the right to remove this certification by written notice to Region 4 and/or TCPN if Dealer's good standing status with manufacturer should change.

Manufacturer's Name: _____

Address: _____

Printed Name: _____

Date: _____

Phone: _____ Fax: _____

Subscribed and sworn before me this ____ day of _____, 201__

Notary Public Signature _____ State of _____

My commission expires: _____

SEAL

Appendix C:

PRICING

Electronic Price Lists

- Respondents shall offer a percent discount of catalog or list pricing. Proposer will be responsible for providing and maintaining current “pricing with TCPN both in their proposal and throughout the term of any Contract resulting from this RFP.
- Respondents are encouraged to offer additional discounts for one time delivery of large single orders to Region 4 ESC and TCPN members. Region 4 ESC intends and TCPN members should seek, to negotiate additional price concessions based on quantity purchases of any products offered under the Contract. TCPN members shall document their files accordingly.
- In addition, awarded Vendor(s) may conduct sales promotions involving price reductions for a specified lesser period. Vendor(s) shall submit to Region 4 ESC documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to Region 4 ESC and all TCPN members. Upon approval, the Vendor shall provide conspicuous notice of the promotion.
- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer’s product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- Shipping and/or installation charges shall be clearly identified. This includes same day delivery and minimum order amounts for free delivery
- Prices listed will be used to establish the extent of a manufacturer’s product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- Electronic price lists must contain manufacturer part #, vendor part # (*if different from manufacturer part #*); description ; manufacturers list price and net price to Region 4 ESC (including freight)
- Media submitted for price list must include the respondents’ company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in excel or delimited format only.***

Not to Exceed Pricing

- All pricing submitted shall be “ceiling” or “not-to-exceed” pricing. Region 4 ESC requests pricing be submitted as not to exceed for any participating entity
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

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

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

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

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

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

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Vendor Orientation

Respondent companies must commit to attending a vendor orientation meeting at TCPN's offices should they be awarded a contract with Region 4 ESC through this RFP. Vendor orientation meetings are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

Respondents should indicate below what date they would like to have their vendor orientation and who the participants will be. TCPN highly recommends that the individuals who will handle contract management, reporting and accounting, and marketing all come to the vendor orientation.

Vendor orientations for this RFP will be held between **March 9, 2015** and **April 23, 2015**.

If awarded, our company will plan to attend vendor orientation on_____.

Potential attendees will include:

Signature: _____ Date: _____

Appendix E:
QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

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

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

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

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

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
- If the answer is yes, do you plan to offer your program or partnership through through TCPN Yes No

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

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
 Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

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

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: _____

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

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is a DVBE Yes No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone Yes No

List certifying agency: _____

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of _____ State of ____.

5. Felony Conviction Notice

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact _____ Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____
 Email: _____

Billing & Reporting/Accounts Payable

Contact _____ Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____
 Email: _____

Marketing

Contact _____ Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____
 Email: _____

Appendix F:
COMPANY PROFILE

Please provide the following:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List the total number of sales persons employed distribution center by your organization within the United States, broken down by market.
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Provide the number of furniture dealers that your organization works with, broken down by State. If you are a retail based company, please provide your retail store locations, broken down by State.
8. Describe how your organization will ensure agencies receive the Region 4 ESC contract pricing through your dealer network, or via retail stores.
9. Detail any rebates, custom lists, or other incentive offers, that will be extended through the contract.
10. Describe how your company proposes to distribute the furniture, and related products, nationwide.
11. State your standard delivery time (in days) and any available options that an agency might have for expediting delivery.
12. Please detail any restocking fees and the procedures required for returning products.
13. State the process for returning damaged goods.
14. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Sales
 - b. Sales Support
 - c. Marketing
 - d. Financial Reporting
 - e. Executive Support
15. Define your standard terms of payment.
16. Who is your competition in the marketplace?
17. Overall annual sales for last three (3) years; 2011, 2012, 2013..
18. Overall public sector sales, excluding Federal Government, for last three (3) years; 2011, 2012, 2013.
19. What is your strategy to increase market share?

20. What differentiates your company from competitors?
21. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.
22. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).
23. Describe your company's ongoing quality control processes to ensure qualified in-house personnel, installers, and subcontractors.
24. Describe and provide and product or service warranties offered by your organization.
25. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Marketing / Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
19. Explain how your company plans to market this agreement to existing government customers.
20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.
21. Describe how you intend on train your national sales force on the Region 4 ESC agreements.
22. Provide a list of industry trade shows/conferences your company annually attends.
23. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
24. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$_____ in year one

\$_____ in year two

\$_____ in year three

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
25. Describe the capacity of your company to report monthly sales through this agreement.
26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

Vendor Certifications (if applicable)

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

References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name

Contact Name and Title

City and State

Phone Number

Years Serviced

Description of Services

Annual Volume

Appendix G:

VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies.

Appendix H:

ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice DOC #3
Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #6 Ownership Disclosure Form
- DOC #7 Non-Collusion Affidavit
- DOC #8 Affirmative Action Affidavit
- DOC #9 Political Contribution Disclosure Form
- DOC #10 Stockholder Disclosure Form

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

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

Debarment Notice

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

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Respondent

Date

CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor’s Employment Eligibility

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

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

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

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

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

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

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

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

Business Operations in Sudan, Iran

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

Signature of Respondent

Date

DOC #5

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

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor _____

Address _____

Phone _____

Fax _____

Offeror _____
Signature

Printed Name

Position with Company

Authorizing Official

Signature

Printed Name

Position with Company

DOC #6

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

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

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

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

OR:

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

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

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

Name	Address	Interest

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

Date

Authorized Signature and Title

DOC #7

NON-COLLUSION AFFIDAVIT

Company _____ **Name:** _____

Street: _____

City, State, Zip Code: _____

State of New Jersey

County of _____

I, _____ of the _____
Name City

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

I am the _____ of the firm of _____
Title Company Name

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

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me
this _____ day of _____, 20____

Notary Public of _____

My commission expires _____, 20____

SEAL

DOC #8

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

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

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

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the _____
- B. Approved Federal or New Jersey Plan – certificate enclosed _____

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

Date

Authorized Signature and Title

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

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

Signature of Procurement Agent

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 (www.nj.gov/dca/lgs/lfns/lfmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

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

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

- Partnership, 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.

Stockholders:

Table with 3 rows and 2 columns for Name and Home Address.

Notary Public section with fields for date, signature, and title.

Appendix I:

EVALUATION QUESTIONNAIRE/SELF CHECKLIST

Products/Pricing (40 Points)

1. Are all products and services being proposed listed under APPENDIX B on a corresponding electronic device? Yes No
2. Is there a price list for all available products/services on a corresponding electronic device?
Yes No
3. Did you provide the warranty information that is offered by your company?
Yes No
4. Will customers be able to verify they received the contract price?
Yes No

Please explain how they would verify the contract price.

5. What payment methods do you accept?
A. _____ B. _____

Performance Capability (30 Points)

1. Did you indicate which states you can deliver to under APPENDIX E, Question 1?
Yes No
2. What is the capability of your company to respond to emergency orders?
Please explain what actions you would take.
3. Please provide your company's average fill rate over the last three fiscal years.
1) _____ 2) _____ 3) _____
4. Please provide your company's average on time delivery rate over the last fiscal year.

5. Does your company agree to the following statement on shipping charges "*All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.*"? Yes No

If not please explain.
6. What is your company's return and restocking policy? Are there any applicable fees?
Please provide a brief description and example.
7. What is your company's history of meeting shipping and delivery timelines?
8. Will your company be able to meet the one year warranty guarantee as stated on page 16 under pricing? Yes No

If not, please explain.

9. Did you provide your company's information regarding your customer service department as per APPENDIX F, Question 15? Yes No
10. What is your company's current invoicing process?
11. Did you indicate how your company will implement the contract as per APPENDIX F, Question 20? Yes No
12. Did you provide your Dun & Bradstreet number? Yes No
13. Did you provide information on your website and on-line ordering capacities as per APPENDIX F, Question 14? Yes No

Qualification and Experience (20 points)

1. What is your company's reputation in the marketplace?
2. What is the reputation of your products and/or services in the marketplace?
3. Does your company have past experience with Region 4 ESC and/or TCPN members? If so, please list them and their contact information (Up to five).
4. Did you list your key employees and their qualifications as per APPENDIX F, Question 6? Yes No
5. Did you provide the locations and sales persons who will work on the contract as per APPENDIX F, Question 6 & 7? Yes No
6. What past experience does your company have working in the government sector?
7. Did you provide information on working with cooperative purchasing programs as per APPENDIX F, Question 24? Yes No
8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per APPENDIX F, Question 16? Yes No
9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per APPENDIX F? Yes No
10. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business certifications that your company holds? Yes No
11. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business and other diverse certifications that your company holds? Yes No

Value Add (10 Points)

1. Did you submit a marketing plan as per APPENDIX F, Question 17? Yes No
2. Did you provide a national sales training plan as per APPENDIX F, Question 21? Yes No

Appendix J:
STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with TCPN and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

Lists of political subdivisions and local governments in the above referenced states/districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <http://www.usa.gov/Agencies/Local.shtml>

Certain Public Agencies and Political Subdivisions:

Cities, Towns, Villages, and Boroughs in California including but not limited to:

LOS ANGELES CITY HALL	EL SEGUNDO CITY HALL
COMMERCE CITY HALL	GARDENA CITY HALL
VERNON CITY HALL	CITY OF HAWTHORNE
WEST HOLLYWOOD CITY HALL	CITY OF HERMOSA BEACH
CITY OF BELL	HUNTINGTON PARK CITY HALL
BELL GARDENS CITY HALL	LAWNDALE CITY HALL
CUDAHY CITY HALL	LYNWOOD CITY HALL
BEVERLY HILLS CITY HALL	MALIBU CITY HALL
CITY OF COMPTON	MANHATTAN BEACH CITY HALL
CULVER CITY CITY HALL	MAYWOOD CITY HALL
DOWNEY CITY HALL	PALOS VERDES ESTATES CITY HALL



Vendor Contract & Signature Form

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between Allsteel Inc. ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Office Furniture ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

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

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Purchasing procedure:**

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO “Per TCPN Contract # R_____.”
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC’s intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being “piggybackable”.

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

3.3. **Offeror’ s Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor’s contract document shall not become part of Region 4 ESC’s contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements:** The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

Vendor Contract and Signature Form

- v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

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

- 5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- 5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the

lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

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

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:
- Vendor Name
 - TCPN Contract Number
 - Reporting Period/Year
 - Entity Name
 - Entity Address (Including Street, City, State & Zip)
 - Entity Purchase Order Number (Individual Purchase Order Numbers)
 - Purchase Order Date
 - Gross Sale Amount
 - Administrative Fee (Based on Gross Sale Amount)

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
- Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.
- It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.
- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

Vendor Contract and Signature Form

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

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

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

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

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

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

- 13.3 **Indemnity**: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax**: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- 13.5 **Marketing**: Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.

- 13.6 **Certificates of Insurance**: Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

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

- 13.8 **Open Records Policy**: Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are

Vendor Contract and Signature Form

exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

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

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

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

Vendor Contract and Signature Form

VENDOR CONTRACT SIGNATURE FORM

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

Prices are guaranteed: **120 days**

Company name Allsteel Inc.

Address 2210 Second Avenue

City/State/Zip Muscatine, IA 52761

Telephone No. 563-272-4800

Fax No. 563-272-4887

Email address proposals@allsteeloffice.com

Printed name Mark Roumfort

Position with company President

Authorized signature 

Accepted by The Cooperative Purchasing Network:

Term of contract _____ **to** _____

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

TCPN Contract Number _____

VENDOR CONTRACT SIGNATURE FORM

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

Prices are guaranteed: 120 days

Company name Allsteel, Inc.

Address 2210 Second Avenue

City/State/Zip Muscatine, IA 52761

Telephone No. 563-272-4800

Fax No. 563-272-4887

Email address proposals@allsteeloffice.com

Printed name Mark Roumfort

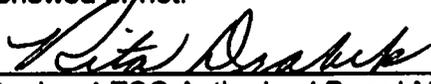
Position with company President

Authorized signature 

Accepted by The Cooperative Purchasing Network:

Term of contract May 1, 2015 to April 30, 2018

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

2-24-2015
Date

Rita Drabek
Print Name


Region 4 ESC Authorized Board Member

2-24-2015
Date

Faye B. Bryant
Print Name

TCPN Contract Number R142201

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

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

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

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

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

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

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Please see our list of exceptions on the pages that follow.

General Terms & Conditions Acceptance Form

Allsteel is not adding additional terms and conditions to the general terms and conditions; however, we take the following exceptions to the general terms and conditions as outlined below:

Section/Page Number:	Original Term:	Proposed Exception/Deviation:	Explanation for Exception/Deviation:
C. Key Definitions – Lowest Pricing Available Pg. 7	Lowest Pricing Available: means the overall lowest not-to-exceed price available for the specified goods or services at the time the vendor submits their proposal.	Lowest Pricing Available: means the overall lowest not-to-exceed price available for the specified goods or services at the time the vendor submits their proposal. <u>For the purposes of this definition, comparisons for the “lowest not-to-exceed price available” shall be compared to other cooperative state and local contracts, buying the same product mix, for the same geographical areas, under the same terms and conditions.</u>	There are no limitations as to when this requirement would apply (i.e. sales to our dealers for resale); in order to understand the parameters and extent of our contractual obligations we are proposing additional language.
3.3 Offeror’s Promise Pg. 16	Offeror’s Promise: Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.	Offeror’s Promise: Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any <u>state and local cooperative present</u> customer meeting the same qualifications or requirements, <u>buying the same product mix, under the same terms and conditions.</u>	There are no limitations as to when this requirement would apply (i.e. sales to our dealers who may receive different benefits than end users due to the value added services they provide); in order to understand the parameters and extent of our contractual obligations we are proposing alternate language.
7.1 Delivery Pg. 19	Delivery: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.	Delivery: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of <u>within the timeframe mutually agreed to by the Vendor and the purchasing agency Purchase Order.</u> If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is	Our furniture is made-to-order, typical delivery timeframes are within 30 – 60 days after receipt of order. We will work with the TCPN customer to determine an acceptable delivery schedule.

General Terms & Conditions Acceptance Form

<p>11.7 Buy American Requirement Pg. 22</p>	<p>Buy American requirement: (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.</p>	<p>not acceptable.</p> <p>Buy American requirement: (for New Jersey and all other applicable States) <u>Upon request, Vendors may be required to certify individual product compliance with the only use unmanufactured construction material mined or produced in the United States, as required by the</u> Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. <u>It is the responsibility of the Purchasing Agency to notify the Vendor that requested product(s) must adhere to the Buy American Act.</u> Vendors are required to check state specific requirements to ensure compliance with this requirement.</p>	<p>Not all states have Buy American Act requirements and to comply with this term as originally stated would limit our ability to offer all available products under the contract. The proposed exception will allow us to satisfy the needs of customers who must comply with Buy American requirements, while still being able to offer our full line of products to end customers located throughout the U.S.</p>
<p>12.6 Stored Materials Pg. 22</p>	<p>Stored materials: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member</p>	<p>Stored materials: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the <u>vendor party in control of the location</u> against loss and damage, <u>unless otherwise agreed to by Vendor and Member.</u> Vendor <u>The insuring party</u> agrees to provide proof of coverage and/or addition of Member as an additional insured upon</p>	<p>This section contemplates the end user taking possession and control of the office furniture, so their insurance should automatically cover any losses to the product. Once the product is outside of the Vendor's control, the Vendor has no ability to protect the product from loss. We would assume all risk of loss that occurs during or prior to shipment of the product or damage occurring during installation.</p>

General Terms & Conditions Acceptance Form

	<p>and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.</p> <p>Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.</p>	<p>Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.</p> <p>Until final acceptance by the Member <u>delivery into Member's control</u>, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon <u>Member's acceptance of non-defective, undamaged, product at time of delivery.</u> final acceptance.</p>	
<p>Appendix B: Returns Pg. 27</p>	<p><u>Returns</u></p> <p>The vendor will honor all standard return policies. No restocking fees may be charged to Region 4 or TCPN members if an item is returned due to damage, incorrect product shipped or Vendor customer service order entry error. Restocking fees for all other reasons shall be capped at 10% of the value of the items that require restocking.</p>	<p><u>Returns</u></p> <p>The vendor will honor all standard return policies. No restocking fees may be charged to Region 4 or TCPN members if an item is returned due to damage, incorrect product shipped or Vendor customer service order entry error. Restocking fees for all other reasons shall be capped at 10<u>45</u>% of the value of the items that require restocking.</p>	<p>Due to the number of options, such as fabrics, finishes, etc. our products are made-to-order and therefore not typically stocked. With the custom nature of our product, it is not a viable option for us to sell the returned product to another customer; therefore, we request the restocking fee cap be increased to 45% of the value of the item.</p>



Vendor Orientation

Respondent companies must commit to attending a vendor orientation meeting at TCPN's offices should they be awarded a contract with Region 4 ESC through this RFP. Vendor orientation meetings are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

Respondents should indicate below what date they would like to have their vendor orientation and who the participants will be. TCPN highly recommends that the individuals who will handle contract management, reporting and accounting, and marketing all come to the vendor orientation.

Vendor orientations for this RFP will be held between **March 9, 2015** and **April 23, 2015**.

If awarded, our company will plan to attend vendor orientation on _____.

Potential attendees will include:

Vendor agrees to attend necessary orientation meeting(s) if awarded the contract during the time period specified above.

Signature: MRP/fit Date: 12/4/14



Appendix E: QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

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

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

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

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

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
- If the answer is yes, do you plan to offer your program or partnership through through TCPN Yes No

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

Questionnaire

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
 Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

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

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: _____

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

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is a DVBE Yes No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone Yes No

List certifying agency: _____

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of Muscatine State of IA.

5. Felony Conviction Notice

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: Cindy Hermann
Title: Government Business Administrator
Company: Allsteel Inc.
Address: 2210 Second Avenue
City: Muscatine State: Iowa Zip: 52761
Phone: 563-272-4441 Fax: 563-272-4887
Email: HermannC@allsteeloffice.com

Billing & Reporting/Accounts Payable

Contact Person: Cindy Hermann
Title: Government Business Administrator
Company: Allsteel Inc.
Address: 2210 Second Avenue
City: Muscatine State: Iowa Zip: 52761
Phone: 563-272-4441 Fax: 563-272-4887
Email: HermannC@allsteeloffice.com

Marketing

Contact Person: Steve Sparks
Title: VP, Higher Education & State/Local Government
Company: Allsteel Inc.
Address: 2210 Second Avenue
City: Muscatine State: Iowa Zip: 52761
Phone: 563-299-7971 Fax: 563-272-4887
Email: SparksSteve@allsteeloffice.com

Questionnaire

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

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

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. Yes No
(Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? Yes No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Allsteel Inc. is wholly-owned by HNI Corporation and HNI does not disclose contractual information by operating company. Allsteel does hold various State, local, and other cooperative-type contracts.	Variable off List	Various Dates	After award, add'tl info may be provided upon request.
Following award, additional information may be provided upon request.			

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Company Information

1. Company's official registered name.

Allsteel Inc.

2. Brief history of your company, including the year it was established.

Allsteel was established as the All-Steel-Equip Co. in 1912. An early entrant in the fledgling power industry, All-Steel-Equip produced metal enclosures used by electrical contractors. The company later produced lockers and steel cabinets which were popular accessories in office environments. Near the end of the Great Depression, the product line expanded to include vertical files. When steel became readily available after World War II, Allsteel introduced a line of steel desks. Described as “knock down” in design, these modular units could be custom-configured at the dealership to meet a myriad of individual requirements. In 1967, the lateral file was created by B.K. Johl (later to be known as Allsteel of Canada).

The HNI Corporation acquired Allsteel in 1997. Founded in 1944, the HNI Corporation is the second-largest office furniture manufacturer in North America, and the nation's leading manufacturer and marketer of gas- and wood-burning fireplaces.

Today, Allsteel Inc. manufactures of a full line of contract office furnishings, including systems, seating, casegoods, tables, and accessories. In addition we provide, in conjunction with our Servicing Partners, a full range of services including space planning, specification, installation, warehousing, inventory management, asset management, corporate standards programs, e-commerce, buy-back, and project management services.

3. Company's Dun & Bradstreet (D&B) number.

120316711

4. Corporate office location.

Allsteel Inc. Corporate Headquarters
2210 Second Avenue
Muscatine, Iowa 52761

5. List the total number of sales persons employed distribution center by your organization within the United States, broken down by market.

Please see the Sales Member Listing included at the end of this section for a complete list of persons.

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Allsteel's Corporate Headquarters and Manufacturing Facilities are located in Muscatine, Iowa. Allsteel also operates nine Resource Centers which are strategically located to provide representation in our major markets nationwide.

Company Profile

Allsteel Resource Center locations include:

Atlanta, GA	San Francisco, CA
Boston, MA	Santa Monica, CA
Chicago, IL	Toronto, ON
Dallas, TX	Washington, DC
New York, NY	

In addition to our resource centers, Allsteel is also supported by a network of regional authorized servicing dealers. Domestically, Allsteel and a network of 250+ regional dealers manage design, project management, procurement, and delivery/installation for clients nationwide. Regional dealers take full ownership for service in their assigned regions, and utilize Allsteel's inter-market dealer network to coordinate and manage installations in outlying markets. Put simply, Allsteel provides coverage for all US markets, either directly or through our dealer network.

Our Dealer Coverage Map for the Continental US is provided below. To support TCPN members regionally, Allsteel will utilize the resources of our entire dealer network to provide dedicated local service.



Key Contacts:

Allsteel Corporate Headquarters
Eric Schroeder
Director, Sales Operations
Allsteel Inc.

Company Profile

2210 Second Avenue
Muscatine, IA 52761
Phone: 563-272-4800
Fax: 563-272-4887
Email: proposals@allsteeloffice.com

Resource Centers

Showrooms	Contact Name	Phone	Fax	Email
Atlanta	Sarah Stephenson	1.404.685.0300	1.404.541.1233	StephensonS@allsteeloffice.com
Boston	Erica Seelman	1.617.261.1556	1.617.261.6066	SeelmanE@allsteeloffice.com
Chicago	Olivia Danielson	1.312.527.4334	1.312.321.9663	DanielsonO@allsteeloffice.com
Dallas	Jubilee Stevens	1.214.740.1612	1.214.740.9474	StevensJ@allsteeloffice.com
Muscatine	Angie Branus	1.563.272.4800	1.563.272.4887	BraunsA@allsteeloffice.com
New York	Alexis Horn	1.212.779.2146	1.212.779.2181	HornA@allsteeloffice.com
San Francisco	Elizabeth Wert	1.415.677.9116	1.415.677.9155	WertE@allsteeloffice.com
Santa Monica	Laura Sciubba-Poitras	1.310.264.7900	1.310.264.7910	PoitrasL@allsteeloffice.com
Toronto	Tessa Cole	1.416.588.6200	1.416.588.6201	ColeT@allsteeloffice.com
Washington DC	Laura Guinn	1.202.308.1633	1.202.296.9502	GuinnL@allsteeloffice.com
National Res. Ctr Mgr.	Erin Arnold	1.212.779.2146	1.212.779.2146	ArnoldE@allsteeloffice.com

7. **Provide the number of furniture dealers that your organization works with, broken down by State. If you are a retail based company, please provide your retail store locations, broken down by State.**

Complete contact information for our authorized dealer partners is available at the end of this section under Dealer List.

8. **Describe how your organization will ensure agencies receive the Region 4 ESC contract pricing through your dealer network, or via retail stores.**

Allsteel will ensure agencies receive contract pricing from all of our distributors by monitoring orders through our online Smart Quote system. TCPN contract pricing will be loaded into the Smart Quote system at the agreed upon discounts per the contract. Dealers are required to quote clients and enter orders using the Smart Quote system, ensuring accurate pricing for all customers. Allsteel will also supply end clients with the current discount matrix to compare the discount off list price supplied by the Allsteel distributor. Allsteel routinely audits orders to ensure proper discounts are applied.

9. **Detail any rebates, custom lists, or other incentive offers, that will be extended through the contract.**

Occasionally, Allsteel will promote various products. When specific products are promoted, Allsteel will allow the additional discount to apply to the TCPN contract price during the promotion period.

10. **Describe how your company proposes to distribute the furniture, and related products, nationwide.**

Allsteel distributes our products and services through a national network of certified dealers. We have over 220 dealers with over 300 locations in all markets in the US. Our dealer partners have a full range of services including space planning, specification, installation, warehousing, inventory management, asset management, corporate standards programs, e-commerce, buy-back and project management services.

11. State your standard delivery time (in days) and any available options that an agency might have for expediting delivery.

Lead times differ greatly for each project. Lead time is affected by: product, quantity, finishes, special requests, custom items, and transit. Allsteel products have an average lead time of 6-8 weeks. Quickship programs can expedite this process and usually average 1-2 weeks. Please see our current Lead Times listed at the end of this section.

12. Please detail any restocking fees and the procedures required for returning products.

When requesting a product return for a customer ordering error, please contact the local Servicing Partner in advance for a formal Return Authorization. Upon approval, products are returned by the client prepaid, and are subject to a restocking fee of up to 45% of the purchase price. If an item is shipped incorrectly by Allsteel as the result of an error by Allsteel or the local Servicing Partner, we will make the correction promptly without financial penalty.

13. State the process for returning damaged goods.

All shipments will be met at the job site with our installation personnel. As trucks are off-loaded, the product is checked for quantity errors and damages. Any damaged furniture will immediately be put back on the truck and sent back to the manufacturer. Allsteel or the local Servicing Partner will file claims for damage during transportation of the Product. Product damaged during transportation will be repaired or replaced at Allsteel's discretion. Nothing is more important to us than your continued business – therefore your service is guaranteed as well. With our extensive knowledge of the project and install base, Allsteel's Servicing Partners employ the highest level of service and is available to take care of any needs and warranty repairs that arise. Allsteel products are manufactured with a barcode. Using the barcode labels, the local Servicing Partner can easily communicate to Customer Support the serial number of your product. This allows the Customer Support Representative to pull up a complete list of all parts and pieces that make up the product and ensures correct finishes and handedness of any replacement part needed. Just as with any request, our job isn't complete until we make sure that your request was completed to your complete satisfaction.

All warranty replacement orders are processed on priority to receive the best available lead time. As a TCPN client, TCPN will have access to a dedicated Customer Support team for any warranty claims.

14. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

- a. Sales
- b. Sales Support
- c. Marketing
- d. Financial Reporting
- e. Executive Support

a. Sales and b. Sales Support

Steve Sparks | Allsteel Inc. | VP, Higher Education - State & Local Government

Phone: 563.299.7971 | Fax: 563-272-4887 | Email: SparksSteve@allsteeloffice.com

Steve has been in the office furniture industry since 1977 when he joined the HON Company. He has since held positions with The Gunlocke Company as VP Sales and Marketing - VP Dealer development HON Company - VP Sales, Allsteel and most recently VP Higher Education and State & Local Government Sales for Allsteel.

Steve graduated from Indiana University, Bloomington, Indiana in 1973 with a BS Degree in Education with a focus on Biology.

c. Marketing

Lynda Whittle | Allsteel Inc. | VP, Marketing

Phone: 563.299.3453 | Fax: 563-272-4887 | Email: WhittleL@allsteeloffice.com

Lynda will be responsible for the structure, strategy and execution of Allsteel's marketing efforts. She will play a leading role in developing Allsteel's brand and social media presence as we grow and expand our product offerings and markets. Lynda's experience and vision will help further define our brand's unique place in the contract and commercial furniture landscape.

Lynda's 19 years of experience spans across several related industries including flooring, national media distribution, advertising agency, and construction. Lynda joins us from Dal-Tile, a division of Mohawk Industries, where she most recently held the position of Marketing Director. Lynda also has worked in various marketing and account management roles for Hanley Wood, Metris Companies, PR Newswire, and Clarity Coverdale Fury Advertising. She holds a BA in Communications from the University of Minnesota.

d. Financial Reporting

Evelyn Staker | Allsteel Inc. | Controller

Phone: 563.272.7330 | Fax: 563-272-4887 | Email: StakerE@allsteeloffice.com

Evelyn is responsible for leading accounting and control activities, SG&A budgeting, miscellaneous reporting, and internal and external audit interactions.

Evelyn joined HNI in 1995 and has held a variety of positions. Most recently, Evelyn was the Consolidation and Corporate Accounting Controller at HNI Corporation. Evelyn holds a Bachelor of Arts degree in Accounting and Business Administration from Augustana College and a Masters of Business Administration from the University of Iowa. She also holds a professional certification as a Certified Public Accountant (CPA), a Certified Management Accountant (CMA) and Certified in Financial Management (CFM).

e. Executive Support

Brandon Sieben | Allsteel Inc. | VP, Sales

Phone: 563.299.9448 | Fax: 563-272-4887 | Email: SiebenB@allsteeloffice.com

Brandon Sieben was named Vice President of Sales for Allsteel Inc. in 2014. He is responsible for building and leading a strong sales team, driving sales growth, profitability, and increasing market share for Allsteel Inc.

Brandon joined HNI Corporation in 1994 and has since held multiple executive level positions, including President, Paoli; Vice President & GM, Allsteel Dealer Network, Vice President, Marketing, Vice President, Corporate Accounts all at Allsteel. He has also held several sales positions within HNI International.

Brandon holds a Bachelor of Finance from the University of Illinois, and a MBA from the University of Iowa.

15. Define your standard terms of payment.

Allsteel standard payment terms are net 30 days.

16. Who is your competition in the marketplace?

Allsteel would consider Steelcase, Herman Miller, Haworth, and Knoll as our top four competitors.

17. Overall annual sales for last three (3) years; 2011, 2012, 2013.

Allsteel Inc. is wholly-owned by HNI Corporation and does not disclose financial information about its sales. HNI Corporation is publicly traded on the New York Stock Exchange under the symbol HNI.

In fiscal 2013, HNI Corporation had net sales of \$2.1 billion, of which approximately \$1.7 billion or 82% was attributable to office furniture products.

HNI Corporation has a financial rating of 5A1 with Dun & Bradstreet, which is the best available rating.

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

2013 - \$2,059,964,000

2012 - \$2,004,003,000

2011 - \$1,833,450,000

18. Overall public sector sales, excluding Federal Government, for last three (3) years; 2011, 2012, 2013.

Allsteel Inc. is wholly-owned by HNI Corporation and HNI does not disclose financial information about its sales by operating company. HNI federal government sales represent approximately 4-5% of total HNI Office Furniture Segment. HNI state and local sales represent approximately 7-8% of total HNI Office Furniture Segment.

19. What is your strategy to increase market share?

HNI Corporation is the second largest office furniture manufacturer in the world and is also the nation's leading manufacturer and marketer of gas and wood-burning fireplaces. As the second largest share player in the office furniture industry, we are constantly pursuing strategies to continue to gain market share. We seek to increase sales and market share by introducing new products, further enhancing our existing line of products and continuing to pursue complementary acquisitions.

20. What differentiates your company from competitors?

Allsteel's three greatest strengths as an organization are in our operational excellence; our purposeful, research-based approach to developing relevant and progressive products; and our "can-do"

resourcefulness to proactively and effectively solve our clients' challenges.

Our three most relevant strengths as a product development company include our belief that new products must be compatible with our existing products. As we develop systems enhancers, breakthrough seating and other innovative products, they are carefully designed to seamlessly integrate with our customers' installed base, and perform for years to come.

Second, our significant experience with lean manufacturing techniques for more than 15 years has created incredible value for our shareholders and our customers. We're able to provide high quality at highly competitive prices, with the highest "complete and on-time" and lowest "customer complaints per million" statistics in the industry – all with one of the best environmental performances in the industry. We have been driven for many years by the belief that doing the right thing is the most important thing – allowing us to place equal consideration on the environmental impact of any given decision.

And third, what we call "constructive discontent" is in our DNA. We constantly seek a better way, whether it's on the factory floor, or in the intuitive controls on a task chair, or in the way we were able to reduce delivery and installation costs by 25% for a customer who was moving into 9 floors in a downtown Chicago building through exhaustive investigation of trucking, elevator sizes and accessibility, union workers, staging, and all the other factors that affect the efficiency of delivery and installation.

Our approach and expertise has resulted in several innovative (award-winning) and 'best-in-class' products. Below we have highlighted a few:

- Further - Best of NeoCon (Gold)
- Aware - Readers' Choice Award (Interiors & Sources)
- Clarity - Artchitizer A+ Award
- Square Footage Budgeting Calculator - Best of NeoCon (Gold)

Allsteel has another significant advantage: our relationship with HNI Corporation. This gives us unparalleled access to and integration with our sister brands – each with their own strong core competencies. We are able to bundle whatever combination of product type or price point is needed to meet all the needs a customer may have across their entire organization – and structured in the way that customer wants to work with us. We can be the "best total cost" across the entire value stream. HNI Corporation also conducts another level of product development efforts through the staff at the Corporation's Stanley M. Howe Technical Center; who work in conjunction with operating staff to seek breakthrough developments in product design, manufacturability, and materials usage.

21. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

Information on Allsteel's products and services along with environmental, ergonomics, and workplace solutions information is readily available online on Allsteeloffice.com. Allsteel Dealers utilize the Internet to submit all orders and have online ability to track order status, review invoices, and obtain other customer-specific information. Allsteel is also equipped to support many common electronic ordering platforms and Enterprise Resource Planning (ERP) systems. We will make every effort to work with dealers and customers to provide online capabilities as needed.

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

Allsteel is well known for a responsive and empowered customer service team. With the use of highly sophisticated product identification tags, Customer Support can pinpoint significant data from the serial number on each item manufactured. This allows Customer Support members to make quick, responsive decisions towards resolving problems in the field. Allsteel Customer Support is comprised of over 45 representatives who service all of the United States and Canada. The group is broken into three regional sections to facilitate a close working relationship with the customers in their region. Customer Support is available from 8:00 a.m. to 5:00 p.m. Central Standard Time, Monday through Friday.

23. Describe your company's ongoing quality control processes to ensure qualified in-house personnel, installers, and subcontractors.

At the heart of our quality processes, is process control. Standard Work controls all aspects of our production and quality assessment processes. We evaluate product quality (critical dimensions, cosmetic attributes and functional characteristics) on every shift using inbound inspection of critical parts, 1st piece inspection at all production centers, product audits performed by quality and management staff and final inspection prior to pack-out. Non-conforming product is segregated and disposition controlled by quality staff. We don't just monitor and measure product quality, we also conduct process audits that confirm conformance to standard work and identify problems before they impact product quality. Product and process audits are scored, issues are documented and corrective action is deployed where needed. Our focus on process control isn't limited to manufacturing processes and product quality. As an ISO 9001-2008 certified manufacturer, we use internal auditing to ensure that all elements of our Quality Management System are functioning as designed and to identify opportunities for improvement.

Dealers are subjected to a Performance Review and Evaluation Process on a quarterly basis. This is performed by the Regional Sales Manager, the Account Development Manager, the Dealer Principal and Dealer Management. The purpose is (1) To review, discuss and document a dealer's performance in accordance with the annual market plan and results achieved; (2) To ensure an ongoing dialogue to discuss the market place, areas of performance or improvement and necessary action items; (3) To determine whether, based on market and business conditions, changes or modifications to the annual plan may be appropriate.

Dealer scorecards reflect the proficiency of the Dealer's design, procurement and installation model. Our experience has been that dealers who partner with Allsteel certified installers have significantly better dealer scorecard metrics. As a group, they outperform the competition through knowledge, experience and attention to detail.

To become a certified installer a firm must participate in an Allsteel-hosted hands-on training class (generally 2-3 days), have at least 25% of their management and 50% of their crew trained, allow Allsteel to observe at least one field installation after training, submit project management procedures/documents for Allsteel review, and recertify every 3 years.

24. Describe and provide any product or service warranties offered by your organization.

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

Company Profile

Allsteel shall repair or replace with comparable product (at Allsteel's discretion), free of charge, any Allsteel product or component manufactured after August 6, 2012, that fails under normal commercial office use.

This warranty is subject to the following provisions:

Some natural variations occurring in wood, leather, or other natural materials are inherent to their character and not considered defects. Allsteel does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Additionally, a Customer's Own Material (COM) selected by, and used at the request of, a user is not warranted.

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

- Wood products and electrical components (lamps and ballasts are not covered), seating controls, pneumatic cylinders, glides, casters and polymer-based components, and foam – 12 years
- Wood seating, stacking chairs, Sum® AutoFit® technology, and laminates – 10 years
- User-adjustable worksurface mechanisms, tablet arm mechanisms, interior woodframed seating and lounge products, occasional tables, Scout® mesh, panel and seating upholstery fabrics, and other covering materials – 5 years
- Marker board surfaces and upholstery on Gather™ products – 3 years
- #19®, Access™, Acuity®, Clarity™, Relate®, Sum, Trooper® asynchronous and synchrotilt models, Inspire®, Scout, and Seek® are warranted for multiple shifts and users up to 300 lbs. All other Allsteel chairs and components are warranted for single-shift, 40-hour workweek usage.
- #19 chair, including components and material, is warranted for as long as the original purchaser owns the chair.
- #19, Access, Acuity, Clarity, Relate, and Seek mesh/carriers are considered structural chair components and as such are warranted for as long as the original purchaser owns the chair.
- Reed™ LED undercabinet light – fixture warranted for 3 years; power supply warranted for 1 year
- Link™ LED light – 5 years
- Wand™ LED light – fixture warranted for 5 years; power supply warranted for 3 years
- Beyond™ Architectural Walls – 10 years. Moving parts such as door hardware and door mechanisms – 5 years. Customer's own hardware – supplier warranty.

This warranty does not apply to:

- Normal wear and tear over the course of ownership including fabric puddling
- Damage from sharp objects (e.g. writing utensils, heeled shoes, scissors, jewelry, keys)
- Modifications or attachments to the product not approved by Allsteel
- Products not installed, used, or maintained in accordance with product instructions and warnings
- Products used for rental purposes
- Damage caused by the carrier in-transit, which is handled under separate terms
- Third-party products. Allsteel, to the extent possible, will pass through to the original purchaser (and process claims under) any warranty provided by manufacturers of undercabinet lighting, ergonomic work tools, or other third-party products supplied by Allsteel.

TO THE EXTENT ALLOWED BY LAW, ALLSTEEL MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLSTEEL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

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

Your Allsteel Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty please contact your Allsteel Dealer.

25. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

The Corporation is involved in various kinds of disputes and legal proceedings that have arisen in the course of its business, including pending litigation, preferential payment claims in customer bankruptcies, environmental remediation, taxes, and other claims. It is the Corporation's opinion, after consultation with legal counsel, the additional liabilities, if any, resulting from these matters are not expected to have a material adverse effect on the Corporation's financial condition, although such matters could have a material effect on the Corporation's quarterly or annual operating results and cash flows when resolved in a future period.

Marketing / Sales

26. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:

- a. **A co-branded press release within first 30 days**
- b. **Announcement of award through any applicable social media sites**
- c. **Direct mail campaigns**
- d. **Co-branded collateral pieces**
- e. **Advertisement of contract in regional or national publications**
- f. **Participation in trade shows**
- g. **Dedicated TCPN and Region 4 ESC internet web-based homepage with:**
 - i. **TCPN and Region 4 ESC logo**
 - ii. **Link to TCPN and Region 4 ESC website**
 - iii. **Summary of contract and services offered**
 - iv. **Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials**

Allsteel will increase sales with State, City, Counties, Colleges, Universities and Nonprofit Organizations through the effective use of TCPN contract as we have done so in previous years. This will be accomplished as follows:

Educations & Training

1. Re-educate Allsteel field sales member on benefits of TCPN contract - Q1 2015

2. Reinforce TCPN Contract to Field Sales Members during our upcoming National Sales Meeting
3. Work with Allsteel RM's to develop the sales plan for assigned dealer partners
4. Train all RPM's at Allsteel HQ on products and process – Q1 2015
5. Leverage current selling team MM/BDM/DSRs to educate clients on advantages of using TCPN

Sales Activities

1. Schedule focused selling events in each Allsteel region with appropriate RPM
 - a. Focus on top 8-10 current customers
 - b. Focus on top 5 public universities in appropriate market
 - c. Identify and focus on key non-profit organizations
2. Focus on “super users” with multiple contracts who are not familiar with Allsteel
3. Focus on public universities and colleges in appropriate regions
4. Utilize TCPN new “Dashboard” to target uncovered opportunities
5. Retrain dealer sales reps on the benefits of driving business through TCPN - Q1 & Q2 2015

Marketing Activities

1. Communicate TCPN award in press release within first 15 days
2. Announce award through Allsteel social media
3. Review shows/events that Allsteel should attend in 2015 with both Allsteel and dealer partners
4. Re-introduce current marketing material to dealer partners – attached below
5. Refresh 1 page TCPN/Allsteel selling sheet during Q1 2015
6. Refresh website and link to Allsteel material
7. Launch new 4 page TCPN “Higher Education” piece – attached below
8. Co-brand new 36 page “Active Learning Guide” with TCPN during Q1 2015.

27. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

Allsteel has grown our business through TCPN to over \$10M during the past 5 years and we expect to continue this trend if re-awarded a contract. Allsteel has been leading with TCPN as our go to market contract for the public sector, which includes clients in state agencies, cities, municipalities, colleges and universities. We will continue to do this by enhanced education and training of our 100+ Allsteel direct sellers and our over 1,500 dealer sales representatives throughout the US.

28. Explain how your company plans to market this agreement to existing government customers.

Allsteel will continue to market the TCPN agreement as outlined in question 26.

29. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

Allsteel will continue to sell and market our products and services to the appropriate clients in the manner that has allowed us grow our business using the TCPN contract. Over the next 90 days we will re-educate and re-train our members and dealer partners on why TCPN is a great contract when dealing with clients in the public sector.



Allsteel Workplace Solutions

At Allsteel, we start with the premise that creating a better work environment isn't about designing furniture. It's about understanding the business environment and finding ways to help customers adapt quickly to the changing times. It's about understanding people and designing solutions that not only meet their needs, but also inspire them at work. It's about having a commitment to the environment and finding ways to do more with less by choosing processes and materials that reduce, reuse, recycle, and extend durability, without compromising functionality or aesthetics.

Allsteel has developed relevant workplace solutions and resourceful business practices that differentiate our company from our competitors and make us a leader in our industry.

Why TCPN?

TCPN is a national government purchasing cooperative whose contracts have been competitively bid and awarded by a governmental entity serving in the lead agency role for commonly purchased goods and services. For additional information, or to become a member of TCPN, please go to www.tcpn.org.



Acuity®
Model# AWMS
Grade A fabric
List: \$1,496
Sell: \$628.32



Relate®
Model # RL-MHW
Grade A fabric
List: \$1,178
Sell: \$459.42



Access™
Model # ESW-MF
Grade A fabric
List: \$661
Sell: \$257.79



Seek®
Model # K-MPCO
List: \$640
Sell: \$249.60



Inspire®
Model # INST-NCO
List: \$483
Sell: \$188.37



Aware®
Model # AW3LT1872T &
AW2TSPC_72
List: \$883
Sell: \$317.88



Allsteel's TCPN Contract Information:

- Allsteel Contract Number: #4971
- Contract Term: April 30, 2010 through April 30, 2015
- Pricing: Discounted from Allsteel current commercial price lists in effect at time of order entry
- Delivery: Lead times are 60 days ARO, but standard commercial lead times will apply
- Freight: All orders shall be freight prepaid, F.O.B destination

Your local Allsteel Sales Representative and your Authorized Allsteel Dealer are at your service to explain the TCPN program, discuss planning options, and to provide quotes for products and services.

Allsteel®

TCPN™
The Cooperative Purchasing Network

Overview of TCPN (The Cooperative Purchasing Network)

Allsteel is proud to hold a contract with The Cooperative Purchasing Network (TCPN). TCPN is a Group Purchasing Organization (GPO's).

The purpose of a GPO is to allow its members to join together to leverage purchases in order to acquire goods and services at lower prices. GPO's are not resellers, but rather contract negotiators. End users are entitled to purchase through these negotiated contracts at the price and terms so specified.

GPO's are a non-profit instrumentality of government that assists public agencies in reducing the cost of goods and services through pooling the purchasing power of public agencies nationwide. This is accomplished through competitively solicited contracts for quality products through lead public agencies.

The advantages of participating with a GPO include most favorable public agency pricing, no cost to participate and a broad range of high quality products. Participation in a GPO is not required of public entities. However, participation by government entities provides the legally required competition for contracts for commonly purchased items thereby saving the public entity the cost of going through the competitive process. Vendors with GPO awarded contracts have agreed to provide the best pricing, terms and conditions available to similar customers. Purchasing agencies often find that purchasing through a GPO offers price levels that a single agency cannot achieve on their own.

The total cost of the GPO contracts with Allsteel is funded through a fee paid by Allsteel that is based on a percentage of sales. The GPO does not charge any membership fees to participating entities.

Public agencies can use the program without going out for solicitation. All Allsteel GPO contracts have been competitively solicited by a lead public agency in

accordance with their public purchasing rules and regulations. Each solicitation contains language which advises all suppliers that the subsequent contract may be used by other government agencies throughout the United States. This language is based on the lead jurisdiction, "Joint Powers Authority" or "Cooperative Procurement" program. Although each government may have different purchasing procedures to follow, applying these competitive principals satisfies the competitive solicitation requirements of most state and local government agencies.

State statutes and, if applicable, local ordinances generally allow one government agency to purchase from contracts competitively solicited by another government agency ("Lead Public Agency"). This requires the consent of all parties including Allsteel, the Lead Public Agency and the government agency purchasing from the Lead Agency Contract. Allsteel TCPN contract is established to meet both the competitive solicitation and consent requirements.

This contract is available to public and private schools, colleges and universities, cities and counties, states and other public entities. They are also available to 501(C) (3) non profit agencies providing a service on behalf of a government entity.

TCPN provides a website that details the Lead Public Agency Authority, participating suppliers, discounts, FAQ's, and contact information.

For additional information, or to become a member of TCPN please go to: www.tcpn.org

Your local Allsteel Sales Representative and your Authorized Allsteel Dealer is at your service to explain the TCPN program, discuss planning options and to provide quotes for products and services.





The Cooperative Purchasing Network

Higher Education



Allsteel®



Allsteel Workplace Solutions

At Allsteel, we start with the premise that creating a better work environment isn't just about designing furniture. It's about understanding the changing learning environment and finding ways to help customers adapt quickly. It's about understanding people and designing solutions that not only meet their needs, but also inspire them. It's about having a commitment to the environment and finding ways to do more with less by choosing processes and materials that reduce, reuse, recycle, and extend durability, without compromising functionality or aesthetics.

Allsteel has developed relevant workplace solutions and resourceful business practices that differentiate our company from our competitors and make us a leader in our industry.

What's Happening in Education

Allsteel is dedicated to tracking and working with current trends in higher education. Some challenges currently facing the higher education market are:

- Changing student demographics
- Upgrading facilities to attract and retain students
- Creating to active learning environments
- Increasing classroom collaboration
- Flexibility to change classroom layouts
- Increasing group study space

Our creative furniture solutions embrace the entire floorplan and help support students and staff as their needs change.



Access™



Relate®



Inspire®



Seek®



Aware®

Allsteel®



Why TCPN?

The Cooperative Purchasing Network (TCPN) is a national government purchasing cooperative whose contracts have been competitively bid and awarded by a governmental entity serving in the lead agency role for commonly purchased goods and services. For additional information, or to become a member of TCPN, please go to www.tcpn.org.

Allsteel's TCPN Contract

Allsteel's TCPN contract information:

- Allsteel Contract Number: #4971
- Contract Term: April 30, 2010 through April 30, 2014
- Pricing: Discounted from current Allsteel commercial price lists in effect at time of order entry
- Delivery: Lead times are 60 days ARO, but standard commercial lead times will apply
- Freight: All orders are freight prepaid, FOB destination

Your local Allsteel Sales Representative and your Authorized Allsteel Dealer are available to explain the TCPN program, discuss planning options, and provide quotes for products and services.

Gather™ Collection





Stride®



Terrace DNA®



Further™



Allsteel®

Allsteel Inc.
Muscatine, Iowa 52761-5257
allsteeloffice.com

(09/14)

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Allsteel, Access, Relate, Inspire, Seek,
Aware, Stride, Terrace DNA, Further are
registered trademarks.

30. Describe how you intend on training your national sales force on the Region 4 ESC agreements.
At Allsteel, training is an ongoing process both with current and new sales members. Allsteel trains new members on the benefits of TCPN during the first week of orientation and current members are re-trained throughout the year during quarterly and national sales events.

31. Provide a list of industry trade shows/conferences your company annually attends.

National Shows attended and showing product

NIGP

SCUP

NEOCON

NEOCON East

Regional Shows with Dealer Partners & TCPN

NFM&T

IIDA to education design community on TCPN

AACC

32. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Allsteel agrees to provide our company logo for agreed upon marketing communications and promotion, as we have previous years.

33. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ ___ 14M ___ in year one thru year six.

\$ ___ 17M ___ in year two thru year seven.

\$ ___ 20M ___ in year three thru year eight

Administration

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

During the past 5 years, Allsteel has grown our business significantly utilizing the TCPN contract throughout the US. Allsteel has led with the TCPN contract as our go to market contract for public sector business, which includes clients such as state agencies, cities, municipalities, colleges/universities and nonprofit organizations. We will continue to do this by enhanced education and training of our 100+ Allsteel direct sellers and our over 1,500 dealer sales representatives throughout the US. Below are three references of clients who purchase their Allsteel products through TCPN on a regular basis. During 2014 we have seen this trend develop and grow with committed TCPN/Allsteel users.

Palomar College

Jenny Akins

Company Profile

Purchasing and Warehouse Supervisor
1140 West Mission Road
San Marcos, CA 92069
(760) 744-1150 ext. 2139
Fax (760) 471-7061
jakins@palomar.edu
Volume range \$250k - \$1M annually since 2009

City of Anaheim
Contact: Carole Ayuso, Purchasing Director
200 S Anaheim Blvd, Suite 600
Anaheim, CA 92805
Direct phone: 714-765-5222
Email: cayuso1@anaheim.net
Volume range \$100k-\$1M net annually since 2009

El Camino College
Contact: Rocky Bonura, Director of Business Services
16007 Crenshaw Blvd
Torrance, CA 90506
Direct phone: 310-660-3374
Email: rbonura@elcamino.net
Volume range \$250k-\$1.5M net annually since 2009

- 35. Describe the capacity of your company to report monthly sales through this agreement.**
Allsteel has been reporting monthly sales to TCPN for the past 5 years and making the appropriate payments in a timely manner. Allsteel will continue with our current process unless requested to modify.
- 36. Describe the capacity of your company to provide management records, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.**
Allsteel has been providing management reports in a timely manner to TCPN for the past 5 years. Allsteel will continue to supply the necessary reports unless requested to modify.
- 37. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.**
Allsteel believes that one area that might benefits us is in the area of pricing transparency. Since this contract is available to the public sector it makes sense to have the discount matrix available upon request to potential and existing clients. This could be done on TCPN's website or linked to Allsteel's site.

Green Initiatives

- 38. Please provide your company's environmental policy and/or green initiative.**
Allsteel makes it a priority to design products and implement processes that reduce our collective

impact on the environment. Allsteel adheres to the Federal Trade Commission's Guidelines for the Use of Environmental Marketing Claims and our certifications support our environmental statements and our credibility.

level® Certification

All of Allsteel's products are currently level 2 certified by a third party auditor to the ANSI/BIFMA e3 Furniture Sustainability Standard. The audit process evaluates the individual products, the manufacturing site, and the corporation. Rigorous quantitative evaluation criteria cover four categories: materials, energy and atmosphere, human and ecosystem health, and social responsibility. The e3 standard was developed in a multi-stakeholder, transparent process and is recognized by the American National Standards Institute (ANSI). (BIFMA is the Business and Institutional Furniture Manufacturer's Association.) www.levelcertified.org

SCS Indoor Advantage™ Certification

All of Allsteel's products are indoor air quality tested by an independent laboratory in accordance with the ANSI/BIFMA M 7.1 and X 7.1 standards and methodology for "low emitting materials: systems furniture and seating." The requirements meet the Leadership in Energy and Environmental Design (LEED) credit EQ 4.5, Option 3. Our products are Indoor Advantage Gold certified annually by SCS Global Services, an independent third party certifying organization.

Forest Stewardship Council (FSC) Certification

Allsteel received FSC certification in 2010 to provide certified wood products to our customers. The Forest Stewardship Council (FSC) is an organization and a certification that promote responsible forest management worldwide, setting requirements for the forest and everyone who handles the wood from forest to final product. LEED credit MR (Materials and Resources) 7 requires that projects seeking certification use FSC certified new wood (veneer and plywood).

ISO 50001 & Superior Energy Performance Gold Certification

Allsteel Inc is the first and only furniture manufacturer in the world to be certified to the ISO 50001 Energy Management System standard and the Superior Energy Performance (SEP) Gold program by an accredited auditor. It is the third company in the U.S. to receive the two certifications, the other two being in the auto industry. Allsteel was part of a U.S. Department of Energy (DOE) Demonstration Program to pilot test the new standards.

ISO 9001 and ISO 14001 Certifications

Allsteel is ISO 9001 certified to the Quality Management Standard.

Allsteel's environmental management system (EMS) is aligned with ISO 14001, is internally audited, and uses the 14001 "plan, do, check, act" model, but is not certified. Our well organized system builds on our culture of Rapid Continuous Improvement and integrates safety into our EMS (which 14001 does not do).

Cradle to Cradle™ Certification

Cradle to Cradle Certified™ is a program developed by McDonough Braungart Design Chemistry (MBDC) that encourages manufacturers to design products so their component materials do not contain

chemicals of concern and can be recycled again and again, instead of ending up in a landfill. MBDC believes “waste equals food” and that nothing should be wasted, whether it’s a biological or a technical “nutrient.” C2C certification also includes water, energy and social responsibility requirements for certification. Allsteel’s Stride systems platform and Acuity seating have achieved Cradle to Cradle Certification.

For further information, please refer to our Sustainability Policy included at the end of this section.

Vendor Certifications (if applicable)

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

DIVERSE SUPPLIER CERTIFICATIONS

Allsteel is classified as a large business and thus MBE, WBE or HUB certifications do not apply.

ISO CERTIFICATION

Allsteel is ISO 9001:2008 certified. Basic materials management procedures are included in the ISO process. Please find a copy of our ISO certificate at the end of this section.

Safety

Safety is a top concern at Allsteel. We have an aggressive safety management system to ensure safety procedures are being followed during all aspects of the furniture process from production to installation.

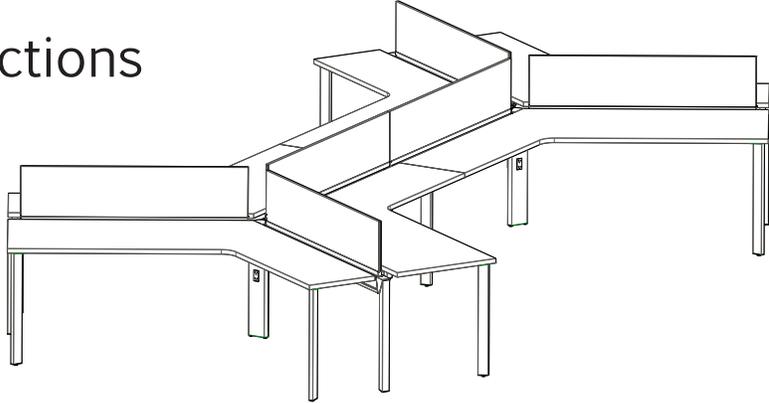
Allsteel requires our dealers to participate in on-going training programs and certification classes throughout the year. These classes can take place at our regional Resource Centers or directly at dealer or installation company locations. Installers are required to attend and pass product certification training in order to be considered a “Certified” installer.

Instructional Manuals

In consideration of the environment, we have included the complete manuals on the flash drive provided. On the pages that follow, you will find a sampling of a few of the manuals included.

Further Installation Instructions

UAPE-E



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Allsteel®

Allsteel Inc.
Muscatine, Iowa 52761-0071
www.allsteeloffice.com

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Allsteel Inc.
Muscatine, Iowa 52761-0071
www.allsteeloffice.com

KAPE-E



Involve

Installation Packet

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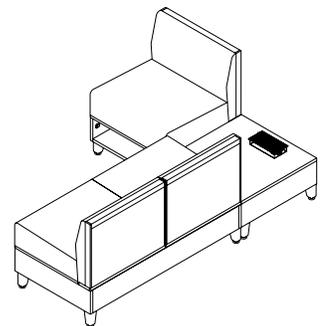
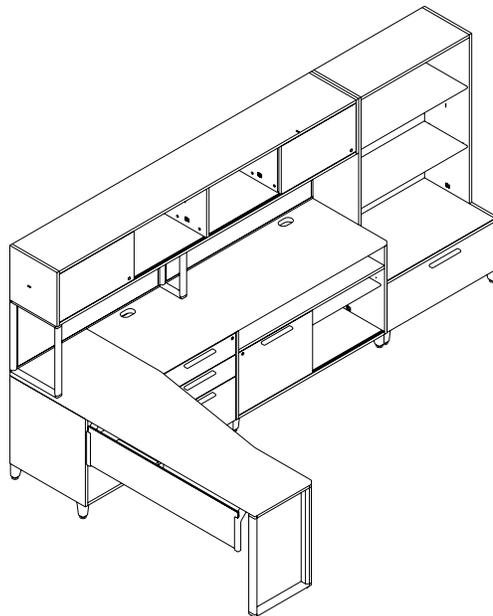
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Pour des instructions en Français, appeler le 800-822-7653
Para instrucciones en Español, llame al 800-822-7653

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Allsteel®

SEATING INSTRUCTIONS

#19®



Seat Height Adjustment — Enables the seat to adjust to the preferred height.

To raise the seat, lift your weight off the seat and pull up on the lever; release lever when seat reaches desired height.

To lower the seat, lift up on the lever while you are seated; release lever when seat reaches desired height.

Tilt Lock — Locks the chair in three positions while providing full task support.

Slide tilt lever all the way forward for an upright work position.

Slide tilt lever to middle position for a relaxed work position.

Slide tilt lever all the way back for continuous, fully supported reclining.

Seat Glide Adjustment — The depth of the seat adjusts to accommodate different leg lengths.

To change the seat depth, lift your weight off the seat and turn the seat depth adjustment knob counterclockwise to loosen.

Adjust the seat forward or backward to desired position, and turn knob clockwise to tighten.

Back Lumbar Adjustment — Lumbar adjustment provides support to your lower back muscles.

Reach back with both hands and slide the mechanism up to increase lumbar support, or down to decrease lumbar support.

The mechanism will lock itself into place.

Arm Height Adjustment — Enables the user to adjust the arms based on body size, task, and personal preference.

Press button under the front portion of the arm cap.

Lift or lower arm to desired position and release button to lock into place.

Arm Pivot Adjustment — Enables the user to adjust the arms based on body size, task, and personal preference.

Move arm pad inward or outward to increase or decrease the width of the arm opening.

Related to:	Installation and post-installation care	Issue Date	April 2, 2003
All Products – Cleaning Instructions		<ul style="list-style-type: none"> • How to Clean Fabric surfaces • How to Clean Painted surfaces • How to Clean Laminate and Vinyl surfaces • How to Clean Glass 	

A. Recommended method of cleaning dirt, and some stains, from Fabric Surfaces

1. Use what is typically referred to as a “chem.-sponge” – use and store per manufacturer’s recommendations



One source of such sponges is as depicted, which can be ordered, in large quantity from the sponge manufacturer.



“Chem-sponges” can be purchased from some hardware stores and variety stores, possibly labeled as “Pet Hair Lifter” (for removal of pet hair from fabric surfaces) – this is basically the same product as depicted above.



Simply rub the dirt away – as the sponge becomes dirty, clean per the sponge manufacturer’s recommendations.

The sponge will remove most dirt and grime from fabric surfaces; however, it will not remove marks such as ink marks, and stains.

2. Use a Pencil/Ink Eraser



With some fabrics, following the cleaning process, it is necessary to use a brush to remove eraser debris

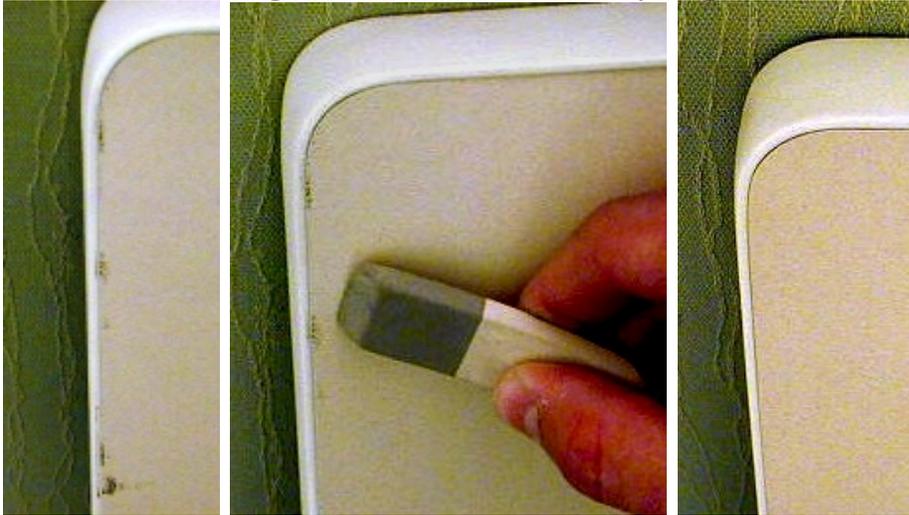
B. Recommended method of cleaning scuff, and other, marks from Painted Surfaces



First attempt removal using the “Pencil” eraser – if necessary, use the “Ink” eraser



C. Recommended method of cleaning scuff marks, excess adhesive, and other objectionable marks from High Pressure Laminate and Vinyl-Edge Surfaces



Use an “Ink” eraser to remove marks and dirty areas



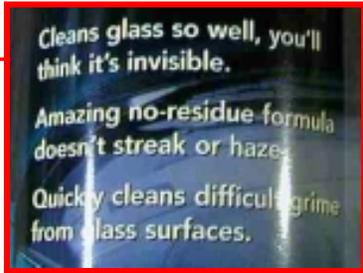
D. Recommended method of cleaning Glass

1. Use a **premium brand** Glass Cleaner and **lint-free** Paper Towels (or cloth)



Typical Glass Cleaners (Windex and other brands) may leave a cloudy film that is visible at certain viewing angles – it is, therefore, recommended that premium brand cleaner be used

Ordinary paper towels may leave unsightly lint residue – Paper Towels commonly referred to as “shop towels” is, therefore, recommended



2. Alternatively, use a solution comprised of one-part-vinegar/two-parts-water, in a spray bottle. Wipe with a lint-free paper towels (or cloth.)

Sales Member Listing

Last Name	First Name	Job Title	Territory	Phone	Fax	Email
All Regions						
Blaser	Darin	Sales Account Specialist	All Regions	563.271.9126		blaserd@allsteeloffice.com
Dixon	Britta	Sales Account Specialist	All Regions	563.554.3632		dixonb@allsteeloffice.com
Ellis	Bryan	Sales Account Specialist	All Regions	563.506.5392		ellisr@allsteeloffice.com
Goodall	Jeremy	Sales Account Specialist	All Regions	563.299.7933		goodallj@allsteeloffice.com
Guillory	Elizabeth	VP Strategic Accounts	All Regions	617.512.9834		guillorye@one-hni.com
Hahn	Jordan	Sales Account Specialist	All Regions	563.299.7442		hahnj@allsteeloffice.com
Hill	Amy	Workplace Advisory Manager	All Regions	617.413.6090		hilla@allsteeloffice.com
Hutton	Michelle	Manager Sales Account Specialist Team	All Regions	563.299.3368		HuttonM@allsteeloffice.com
Johnson	Jan	VP Design & Workplace Resources	All Regions	563.299.7857		johnsonj@allsteeloffice.com
Johnson	Eric	Sr. Workplace Advisory Manager	All Regions	412.512.5785		johsone@allsteeloffice.com
Kull	Michael	VP National Accounts	All Regions	585.362.1351		kullm@allsteeloffice.com
Miller	Lisa	Workplace Advisory Manager	All Regions	612.236.7307		millerlisa@allsteeloffice.com
Morley	Marian	VP Government Accounts	All Regions	301.448.0069	240.238.2938	morleyv@allsteeloffice.com
Pica	Donna	Channel Sales Executive	All Regions	202.380.7685		pica@allsteeloffice.com
Sparks	Steve	VP Higher Ed & State/Local	All Regions	563.299.7971		sparkssteve@allsteeloffice.com
Westog	Stephen	VP Field Sales	All Regions	770.880.1445	770.945.9206	westogs@allsteeloffice.com
Canada						
Baxter	Tim	Business Development Manager	Canada	416.508.5148		baxtert@allsteeloffice.com
Boisvert	Kathryn	Business Development Manager	Canada			boisvertk@allsteeloffice.com
Friskie	Garrett	Business Development Manager	Canada	403.813.7626		friskieg@allsteeloffice.com
Harrison	Stacey	Architect & Design Specialist	Canada	647.222.7822		harrison@allsteeloffice.com
McInnis	Cal	Regional Manager	Canada	403.208.5667	866.616.9559	mcinnisc@allsteeloffice.com
Stoddart	Jennifer	Regional Manager	Canada	416.671.4622	416.588.6201	stoddartj@allsteeloffice.com
Streich	Erika	Business Development Manager	Canada	647.289.0782		streich@allsteeloffice.com
East Region						
Breagy	James	Regional Manager	East Region	973.723.9416	212.982.3311	breagyj@allsteeloffice.com
Cohen	Larry	Architect & Design Specialist	East Region	917.588.4596		cohenl@allsteeloffice.com
Duffy	Catherine	Strategic Account Manager	East Region	917.658.0294		duffy@hnicorp.com
Fitzsimmons	Jean	Business Development Manager	East Region	917.993.2165		fitzsimmonsj@allsteeloffice.com
Lehr	Darrin	Business Development Manager	East Region	516.497.1545		lehrd@allsteeloffice.com
Mihalick	Andy	Strategic Account Manager	East Region	516.312.8404	516.599.6261	mihalicka@hnicorp.com
Singer	Jarrod	Strategic Account Manager	East Region	347.714.0230		singerj@hnicorp.com
Stuart	James	Business Development Manager	East Region	585.202.0910		stuartj@allsteeloffice.com
Mid-Atlantic Region						
Fadely	Kevin	Business Development Manager	Mid-Atlantic Region	540.335.6393	703.997.0468	fadelyk@allsteeloffice.com
Haberkam	Brent	Business Development Manager	Mid-Atlantic Region	443.869.0258		haberkamb@allsteeloffice.com
Marnell	Marissa	Architect & Design Specialist	Mid-Atlantic Region	202.309.4387		marnellm@allsteeloffice.com
McCarthy	Raelene	Business Development Manager	Mid-Atlantic Region	610.334.2984		mccarthy@allsteeloffice.com
Porter	Steve	Strategic Account Manager	Mid-Atlantic Region	216.618.4714		porterst@allsteeloffice.com
Rach	Jeff	Regional Manager	Mid-Atlantic Region	410.544.7114		rachj@allsteeloffice.com
Shieder	Ann	Government Strategic Account Manager	Mid-Atlantic Region	301.751.3171	240.837.7007	shiedera@allsteeloffice.com
Volpone	Donna	Business Development Manager	Mid-Atlantic Region	215.280.5489	215.661.0608	volponed@allsteeloffice.com
Midwest Region						
Collevechio	Diane	Regional Manager	Midwest Region	847.421.8494		collevechiod@allsteeloffice.com
Delarosa	Kelli	Business Development Manager	Midwest Region	586.292.6735		delarosak@allsteeloffice.com
Good	Brian	Business Development Manager	Midwest Region	312.292.1806		goodb@allsteeloffice.com
Guerin	Rick	Strategic Account Manager	Midwest Region	630.740.1173		guerin@hnicorp.com
Joslin	Sarah	Market Manager	Midwest Region	810.938.7971		joslins@allsteeloffice.com
Julien	Brooke	Business Development Manager	Midwest Region	312.405.6938		julienb@allsteeloffice.com
Meisner	Risa	Business Development Manager	Midwest Region	312.493.6080		meisnerr@allsteeloffice.com
Pusateri	Pam	Architect & Design Specialist	Midwest Region	312.437.8005		pusaterip@allsteeloffice.com
Schumacher	Melissa	Business Development Manager	Midwest Region	920.560.1895	920.268.4689	schumacherm@allsteeloffice.com
Simmons	Karla	Strategic Account Manager	Midwest Region	312.909.0013	312.577.0497	simmonsk@hnicorp.com
Spence	Elizabeth Anne	Market Manager	Midwest Region	312.447.1435		spencee@allsteeloffice.com
North Central Region						
Drone	Debra	Business Development Manager	North Central Region	303.898.8204		droned@allsteeloffice.com
Graves	Tim	Business Development Manager	North Central Region	612.600.9808	651.365.0426	gravest@allsteeloffice.com
Henningesen	Mark	Regional Manager	North Central Region	563.299.8219	775.416.5066	henningesnm@allsteeloffice.com
Konchar	Janice	Business Development Manager	North Central Region	319.560.5648	312.276.4002	koncharj@allsteeloffice.com
Lovelace	Megan	Business Development Manager	North Central Region	816.985.2001		lovelacem@allsteeloffice.com
Mueller	Jamie	Architect & Design Specialist	North Central Region	720.403.3046		muellerj@allsteeloffice.com
Paron-Wildes	AJ	Architect & Design Specialist	North Central Region	612.384.7388	612.235.7937	paronwildesa@allsteeloffice.com
Wiebers	Eric	Market Manager	North Central Region	712.299.8645		wieberse@allsteeloffice.com
Northeast Region						
Alexander	Caroline	Architect & Design Specialist	Northeast Region	617.429.1012		drosdickc@allsteeloffice.com
Ash	Doug	Business Development Manager	Northeast Region	606.677.0140	775.923.5430	ashd@allsteeloffice.com
Flynn	Joe	Business Development Manager	Northeast Region	508.339.3974		flynnj@allsteeloffice.com
Kovar	Emily	Market Manager	Northeast Region	614.915.2548		kovare@allsteeloffice.com
Merical	Dana	Strategic Account Manager	Northeast Region	585.991.8693		mericald@allsteeloffice.com
Monahan	Michael	Regional Manager	Northeast Region	508.851.4285		monahamm@allsteeloffice.com
Pelligrino	Tina	Business Development Manager	Northeast Region	216.633.2588		pelligrinot@allsteeloffice.com

Sales Member Listing

Stone	Diane	Business Development Manager	Northeast Region	617.874.0152		stonedi@allsteeloffice.com
Tartaglia	Lisa	Business Development Manager	Northeast Region	646.430.1243		tartaglia@allsteeloffice.com
Northwest Region						
Bell	Andrea	Strategic Account Manager	Northwest Region	510.459.8886	415.677.9155	bella@hnicorp.com
Braatz	Nancy	Business Development Manager	Northwest Region	408.234.7375		braatzn@allsteeloffice.com
Lamb	Jillian	Business Development Manager	Northwest Region	206.406.3810		lambj@allsteeloffice.com
Lemler	Alicia	Market Manager	Northwest Region	563.299.7213		lemlera@allsteeloffice.com
Nyles	Scott	Business Development Manager	Northwest Region	415.653.2541		scottm@allsteeloffice.com
Parsons	Kirsten	Business Development Manager	Northwest Region	206.910.7026		parsonsk@allsteeloffice.com
Purser	David	Regional Manager	Northwest Region	415.653.2317		purserd@allsteeloffice.com
Sperandeo	Leonard	Business Development Manager	Northwest Region	916.817.1229	949.218.0250	sperandeo@allsteeloffice.com
Svenson	Melissa	Strategic Account Manager	Northwest Region	206.962.7444	866.238.9867	svensonm@allsteeloffice.com
Southeast Region						
Bramwell	Emily	Business Development Manager	Southeast Region	704.519.8582		bramwelle@allsteeloffice.com
Bryant	David	Regional Manager	Southeast Region	815.600.3123	815.768.2644	bryantd@allsteeloffice.com
Dimmett	Craig	Market Manager	Southeast Region	404.291.7468		dimmettc@allsteeloffice.com
Faloni	Bob	Business Development Manager	Southeast Region	770.396.7826	770.396.7604	falonib@allsteeloffice.com
Finnegan	Carla	Business Development Manager	Southeast Region	919.215.4891		finneganc@allsteeloffice.com
Hurst	Meredith	Architect & Design Specialist	Southeast Region	404.783.5740		hurstm@allsteeloffice.com
Jones	Jennifer	Business Development Manager	Southeast Region	407.730.1322		johnsonjen@allsteeloffice.com
Lemler	Jennifer	Business Development Manager	Southeast Region	941-388.0739		lemlerj@allsteeloffice.com
Malin	Diane	Business Development Manager	Southeast Region	404.859.3538		malind@allsteeloffice.com
Minehart	Kary	Strategic Account Manager	Southeast Region	563.299.8223		minehartk@hnicorp.com
Van Waardenburg	Athena	Business Development Manager	Southeast Region	305.496.9116	954.921.2048	vanwaardenburga@allsteeloffice.com
Southwest Region						
Barkema	Amanda	Market Manager	Southwest Region	563.299.5203		barkemaa@allsteeloffice.com
Flanagan	Susan	Business Development Manager	Southwest Region	214.693.3739		flanagans@allsteeloffice.com
Kieval	Rebekah	Market Manager	Southwest Region	214.412.8421		kievalr@allsteeloffice.com
Kling	Krysty	Business Development Manager	Southwest Region	281.660.8484	713.937.0599	klingk@allsteeloffice.com
Mills	Brandy	Business Development Manager	Southwest Region	281.726.3980		millsb@allsteeloffice.com
Nicholson	Carole	Business Development Manager	Southwest Region	713.471.9008	804.342.2915	nicholsonc@allsteeloffice.com
Norton	David	Strategic Account Manager	Southwest Region	469.426.2395		nortond@hnicorp.com
Whightsil	Scott	Regional Manager	Southwest Region	469.207.4403		whightsils@allsteeloffice.com
WB Mason Region						
Alimo	Mark	Regional Manager	WB Mason	508.839.6622	801.659.4760	alimom@allsteeloffice.com
Lackman	Andrew	Channel Sales Executive	WB Mason	215.498.0823		lackmana@allsteeloffice.com
Millstein	David	Channel Sales Executive	WB Mason	857.272.1070		millsteind@allsteeloffice.com
Skaliotis	Alex	Channel Sales Executive	WB Mason	646.243.5644	212.982.3311	skaliotisa@allsteeloffice.com
West Region						
Donatelle	Mary	Architect & Design Specialist	West Region	714.290.4897		donatellem@allsteeloffice.com
Fiedler	Crystal	Architect & Design Specialist	West Region	310.997.7123		fiedlercr@allsteeloffice.com
Frost	Paul	Business Development Manager	West Region	818.903.1347		frostp@allsteeloffice.com
Giraldin	Jana	Regional Manager	West Region	949.295.3929	949.276.3048	giraldinj@allsteeloffice.com
McDonald	Dave	Government Strategic Account Manager	West Region	619.246.5800		mcdonalddda@allsteeloffice.com
Scigliano	Julie	Business Development Manager	West Region	619.694.9581		sciglianoj@allsteeloffice.com
Simoneaux	Regan	Business Development Manager	West Region	310.596.9156		simoneauxr@allsteeloffice.com

Dealer List

*Does not include Buy/Sells

*For dealers with multiple locations, all locations on file included

*Does not include BI By Staples

*Only includes 1 location for WB Mason

Customer Name	Billing Address	City	ST	Zip	Phone #	Contact
Arctic Office Products	100 W Fireweed Lane	Anchorage	AK	99503	907-276-2322	Bill Borchardt
Bowers Office Products	2333 VanHorn Road	Fairbanks	AK	99701	907-479-6264	Jerry Bowers
Juneau Business Interiors Inc.	PO BOX 33026	Juneau	AK	99803	907-790-4025	Timm Orsborn
Bruce Office Supply, Inc	2625 Second Avenue North	Birmingham	AL	35203	205-328-4081	Scott Bruce
US Business Products, Inc	3860 Napier Field Road	Dothan	AL	36303	334-983-8735	William Newton
McAteer's Office Furniture Co.	PO BOX 70245; 3305 Springhill Avenue	Mobile	AL	36607	251-476-8555	Melissa Cross
Moser Corporation	PO BOX 1984	Rogers	AR	72757	479-636-3481	Harley Moser Jr
Sam Clar Office Products	1221 Diamond Way	Concord	CA	94520	925-671-7171	John Schwartz
The Atlantic Group - Los Angeles	1888 Century Park East, STE 520	Los Angeles	CA	90067	323-900-0665	Roger Abramson
Westfall Commercial Furniture	444 S. Flower Street, #4280	Los Angeles	CA	90071	213-629-0087	Thomas D. Westfall
Corporate Business Interiors	3501 Jamboree Road, Suite 400	Newport Beach	CA	92660	949-225-3900	Hice Stiles
CSI Fullmer	131 North El Molino, Suite 170	Pasadena	CA	91101	626-486-2266	Bill Baquet
Crawford & Company	13370 Kirkham Way	Poway	CA	92064	858-513-6584	Bill Crawford
Jones-Campbell Co. / Keller Group	3766 Bradview Drive; PO BOX 277788	Sacramento	CA	95827	916-362-0123	Craig Campbell
Inside Source / Young - San Carlos	985 Industrial, Suite 101	San Carlos	CA	94070	650-508-9101	Dave Denny
Inside Source / Young - San Fran	733 Front Street, Suite C1	San Francisco	CA	94111	415-399-5300	Rose Young
Jessico dba Russoo Business Furniture Solutions	2240 South Thornburg Street	Santa Maria	CA	93455	805-922-1311	Jane Kokkinakis
Cal & Stan Inc. dba Cal Bennett's Inc.	615 North Plaza Drive	Visalia	CA	93291	559-651-7979	Stan Bennett
Bernards Office Furniture Inc.	20935 B Warner Center Lane	Woodland Hills	CA	91367	818-703-6969	Frank Bernard
Quality Office Furnishings Inc.	23825 Via Del Rio	Yorba Linda	CA	92887	714-692-6667	Kandee Baird
Connect People+Space	1755 Blake Street, Suite 125	Denver	CO	80202	303-506-1621	Doug Cooper
Contract Furnishings, Inc.	3115 E 40th Avenue	Denver	CO	80205	720-956-1515	Christopher Leach
Corporate Source, The	1200 17th street, Ste 217	Denver	CO	80202	303-571-5400	Len O'Connor
The Atlantic Group - CT office	501 Merritt 7, Plaza Level	Norwalk	CT	06851	203-847-0000	Roger Abramson
CHL Business Interiors	1627 I Street NW, Suite 825	Washington DC	DC	20006	202-835-1444	Mary Hoover
Total Office Solutions Inc.	4301 Emerson Street	Jacksonville	FL	32207	904-353-4020	Mark Chappell
Commercial Design Services Inc. - Orlando	640 Douglas Avenue , ste 1514	Orlando	FL	32714	407-774-4832	Stewart Davis
A to Z Furnishings Inc.	3359-8 Copter Road	Pensacola	FL	32514	850-393-0550	Mike Patrick
Commercial Design Services, Inc. - Tallahassee	508-C Capital Circle SE, Unit 508-C	Tallahassee	FL	32301	813-886-0580	Stewart Davis
Commercial Design Services Inc. - Tampa	5805 Barry Road	Tampa	FL	33634	813-886-0580	Stewart Davis
Compass Office Solutions	3320 Enterprise Way	Miramar	FL	33025	954-430-4590	Jose Manuel Diaz
Fowler's Complete Office Outfitters	940 West Broad Street	Athens	GA	30601	706-543-1320	Todd Fowler
Ivan Allen Workspace	1000 Marietta Street, Suite 224	Atlanta	GA	30318	404-760-8700	Eric Woods
Weinberger's Business Interiors	3021 A River Watch Parkway	Augusta	GA	30907	706-922-1370	Frank Mulherin
Malone Office Equipment	PO BOX 509; 1345 Thirteenth Avenue	Columbus	GA	31902	706-322-2513	Sam Buracker III
Chapman Office Interiors	975 Cobb Place Boulevard, Suite 117	Kennesaw	GA	30144	770-794-0604	Dan Chapman
Office Services, Inc.	1042 Lynes Avenue	Savannah	GA	31415	912-232-7500	David Culverhouse
NFL Officeworks	2865 Log Cabin Drive	Smyrna	GA	30080	404-872-7280	Rick Robillard
Ryan Michael Corp. dba Senetics	430 Sumner Street	Honolulu	HI	96817	808-531-9788	Frieda Sen
Paragon Commercial Interiors, Inc.	210 Emerson Place, Suite 300	Davenport	IA	52801	563-326-1611	Darla Evans
All Makes Office Equipment - Des Moines	500 E Court Ave, Ste 150	Des Moines	IA	50309	515-282-2166	Amee Zeztman
Storey Kenworthy	1333 Ohio Street	Des Moines	IA	50314	515-288-3243	David Kenworthy
Office Elements Group	713 Nebraska Street	Sioux City	IA	51102	712-255-0181	Linda Fickbohm
Business Interiors of Idaho	176 South Capital Boulevard	Boise	ID	83702	208-384-5050	Mark E Heath
Stocks Business Furniture Inc. dba Stocks Office Furniture	602 S. Country Fair Drive	Champaign	IL	61821	217-359-1661	Maggie McGuire
Ellison Group, The	5802 North Washtenaw	Chicago	IL	60659	773-784-9700	Mary Ellison
Shick Office Supply Co.	801 Perrysville Avenue	Danville	IL	61832	217-442-1546	Gary Dyar
Henricksen & Company, Inc.	1101 W Thorndale Avenue	Itasca	IL	60143	630-250-9090	Mike Assell
Henricksen & Company-Peoria	401 SW Water Street, Suite 205	Peoria	IL	61602	309-636-0033	Mike Assell
Midwest Office Interiors	10330 Argonne Woods Drive, Suite 600	Woodridge	IL	60517	630-850-8700	Joseph Gollwitzer
Eastland Sales dba Workspace Solutions	2208 Production Road	Fort Wayne	IN	46808	260-422-8529	Brent Stoller
Peerless Printing Corp.	513 S. Washington Street	Marion	IN	46952	765-664-8341	Anne Kohlmorgen
HDW Commercial Interiors	2274 West 93rd Avenue	Merrillville	IN	46410	219-472-8383	Rita Bacevich
Hurst Office Suppliers	257 East Short Street	Lexington	KY	40507	859-255-4422	Tom Gormley
Louisiana Office Supply	PO BOX 65209	Baton Rouge	LA	70806	225-927-1110	A. Sidney Genius
General Office Supply	PO BOX 2189	Lafayette	LA	70502	337-237-2563	Phillip A Martin
Total Office Interiors	Seaport Center, 70 Fargo Street, Suite 100	Boston	MA	02210	617-737-3441	Michael Najnigier
W B Mason Company - Brockton	59 Centre Street; PO BOX 111	Brockton	MA	02303	203-237-9082	Leo Meehan
Office Furniture Distributors dba Union Office Interiors	226 Andover Street	Wilmington	MA	01887	781-396-6400	Louis H Fragoso
PBI	115 West Street, Suite 301	Annapolis	MD	21401	410-280-3500	Patricia Burnham
Enterprise Furniture Consultants, Inc.	608 Folcroft's Street, Suite L	Baltimore	MD	21224	410-342-0630	Brad Renick
Douron Inc.	10 Painters Mill Road	Owings Mills	MD	21117	410-363-2600	Ronald W. Hux
Office Images	7650 Standish Place, Ste 109	Rockville	MD	20855	301-921-0900 ext119	Ric Hammett
Office Images	15204 Omega Drive, Suite 260	Rockville	MD	20850	301-921-0900 ext119	Ric Hammett
Kentwood Office Furniture Inc	3063 Breton Road SE	Grand Rapids	MI	49512	616-957-2320	Laura Hopson
Interior Environments	48700 Grand River Ave	Novi	MI	48374	248-213-3010	Randy Balconi
Kerr Albert Office Supply	1121 Military Street	Port Huron	MI	48060	810-984-2300	Ernest Albert
Interstate Office Interiors	5116 Sprinkle Road	Portage	MI	49002	269-344-9900	Virgil Kelpin
Cooper Office Supply	102 East Lincoln Avenue	Fergus Falls	MN	56537	218-739-5295	Jeff Schafer

Dealer List

Henricksen & Company Inc.-Minneapolis	1101 W River Parkway, Suite 100	Minneapolis	MN 55415	612-455-2200	Mike Assell
Benchmark Office Solutions LLC dba Samco Business Products	3612 W Truman Boulevard	Jefferson City	MO 65109	573-634-3177	Dawn Eiken
Contract Furnishings Inc.	3129 Main Street	Kansas City	MO 64111	816-931-0900	Steve Stroade
Contract Furnishings Inc.-Wichita	3129 Main Street	Kansas City	MO 64111	816-931-0900	Steve Stroade
Modern Business Interiors L.L.C.	1023 Portwest Drive	St. Charles	MO 63303	636-946-2500	Mitch Stern
Anderson Retail, Inc. dba Anderson Commercial Furniture	PO Box 16055; 11 Office Park Drive, Suite 20	Hattiesburg	MS 39402	601-584-4523	Jeff Hudson
360 Office Solutions fka Montana Office Solutions	PO Box 30598	Billings	MT 59107	406-449-3012	Ralph Kurney
J2 Office Products	PO BOX 2217	Missoula	MT 59801	406-752-8520	John Flink
Montana Office Machines of Missoula dba Office Solutions & Services	1020 North Avenue West	Missoula	MT 59806	406-752-8520	John Flink
Minc Office Design	136 Person Street	Fayetteville	NC 28301	910-689-0171	Melissa Mcintosh
Delve Interiors, LLC	PO BOX 35883	Greensboro	NC 27425	336-274-4661	Ed Boliar
Woodmansee Inc.	PO Box 798	Bismarck	ND 58502	701-223-9595	Joe Woodmansee
Business Essentials	205 East Main Avenue; PO BOX 713	West Fargo	ND 58078	701-282-6570	John Richardson
Office Net	648 North Broad Street; PO BOX 287	Fremont	NE 68025	402-721-6436	Russ Hoetfelker
All Makes Office Equipment - Lincoln	3333 O Street	Lincoln	NE 68510	402-477-7131	Jeff Kavich
All Makes Office Equipment - Omaha	2558 Farnam Street	Omaha	NE 68131	402-341-2413	Jeff Kavich
Caseys Executive Interiors	152 Route 22 West	Green Brook	NJ 08812	732-968-3236	Huns Chung
Business Environments, LLC - Rochester	7 Entin Road	Parsippany	NJ 07054	973-335-7700	John Gardner
Beck Total Office Interiors	5300 Eagle Rock Avenue NE, Suite A	Albuquerque	NM 87113	505-883-6471	Lori Addison
Davies Office Refurbishing	40 Loudonville Road	Albany	NY 12204	518-449-2040	Derrick Byrd
Mid City Office Furniture	2495 Main Street, Suite 240	Buffalo	NY 14214	716-882-0666	Kurt Amico
Office Furniture Direct, Inc	1240 Route 110	Farmington	NY 11735	631-777-2027	Steven Myers
Stonehill Sales and Service	32 Heather Lane	Middletown	NY 10940	845-386-1234	Scott E. Hill
Henricksen & Company Inc. - NYC	21 West 38th Street, 16th Floor	New York	NY 10018	212-897-9876	Mike Assell
Tag Wall LLC	28 W 44th Street, 9th Floor	New York	NY 10036	212-292-7141	Jon Offerman
The Atlantic Group	1156 Sixth Avenue, 9th Floor, Avenue of the Americas	New York	NY 10036	212-977-6688	Roger Abramson
Superior Office Furniture Inc.	225 Wilkinson Street	Syracuse	NY 13204	315-422-1076	Melissa Lusty
Office Furniture Source	2920 E. Kemper Road	Cincinnati	OH 45241	513-531-0900	John M. Perin
Clara I. Brown Interiors	111 West Nationwide Boulevard, Suite DC-9	Columbus	OH 43235	614-224-9180	Clara I. Brown
Dupler Office fka Workspace Ohio, LLC	330 West Spring Street, Suite 150	Columbus	OH 43215	614-227-5640	Randy Dupler
Environments 4 Business, LLC	3421 Ridgewood Road, Suite 150	Fairlawn	OH 44333	330-294-1380	Fred Chaney
FBS Corporate Solutions	2300 Bright Rd	Findlay	OH 45840	419-427-1704	Ken Schroeder
Seagate Office Products Inc.	1044 Hamilton Drive	Holland	OH 43528	419-861-6161	Jaclyn Leonardi
Fenton Office Supply Co.	PO BOX 2257; 111 West McElroy	Stillwater	OK 74076	405-372-5555	Terry Carpenter
L & M Office Furniture - Tulsa	4444 S 91st E Avenue	Tulsa	OK 74145	918-664-1010	Jim Stewart
Office Basics/B F Molz, Business Interiors	PO BOX 2230	Boothwyn	PA 19061	800-541-5855	John Leighton
Benjamin/Roberts Ltd.	240 North Prince Street	Lancaster	PA 17603	717-291-1001	Rob Bomberger
Cofco Office Furnishings	2200 N American Street	Philadelphia	PA 19133	610-416-4954	Joan Waters
Mt Lebanon Office Equipment Co.	1817 Banksville Road	Pittsburgh	PA 15216	412-344-4300	Jim Droney
Office Service Company	1009 Tuckerton Court	Reading	PA 19605	610-926-9850	Jeffrey Barbour
Stone Office Equipment Inc.	321-327 Pear Street	Scranton	PA 18505	570-342-1477	TJ Stone
Nittany Office Equipment Inc.	1207 S. Atherton Street	State College	PA 16801	814-238-0568	Paul Kerr
Fants Office Products	PO BOX 159	Anderson	SC 29622	864-226-3446	Larry Holcombe
Herald Office Solutions	PO BOX 1288	Dillon	SC 29536	843-774-5155	Becky Williams
A-Z Office Resource Inc.	PO Box 1317	Columbia	TN 38402	931-388-1536	M.G. "Butch" West Jr
Office Interiors of Memphis	7891 Stage Hills Boulevard, Suite 101	Memphis	TN 38133	901-372-0023	Bill Williams
My Office Products	22 Century Blvd, Ste 420	Nashville	TN 37214	877-696-7266	John Frisk
AFMA, Inc dba Austin Business Furniture	9300 United Drive, Suite 140	Austin	TX 78758	512-832-6042	Jay Femal
Wilson's Office Works	PO BOX 5040; 181 North Earl Rudder Freeway	Bryan	TX 77802	979-268-0062	Locke Pachall
Wilson Office Interiors	1444 Oak Lawn Avenue, Suite 545	Dallas	TX 75207	972-488-4100	John Young
Business Interiors	28 Concord, Suite C	El Paso	TX 79906	915-591-9393	Edward Howell
Contract Resource Group, LLC	7108 Old Katy Road, Suite 150	Houston	TX 77024	713-803-0100	Shannon A Meak.
Furniture for Business (The Wells Group Inc)	2323 West Sam Houston Parkway	Houston	TX 77043	713-464-7300	Robert A Wells
Pioneer Contract Services Inc.	8090 Kempwood	Houston	TX 77055	713-464-8200	Ed Fritcher
Plano Office Supply Company	705 Avenue K	Plano	TX 75074	972-424-8561	Richard Ruschhaupt
DC Interiors	6896A Alamo Downs Parkway, Suite 100	San Antonio	TX 78238	210-521-9900	Darlene Casias
Gateway Printing & Office Supply	11889 Starcrest Dr	San Antonio	TX 78247	956-383-3861	Lin Miller
Wilson Project Management, LLC	1400 New Castle Road	Southlake	TX 76092	817-771-9306	Lucy Smithy
Perry Office Plus	1401 N. 3rd Street; PO BOX 1200	Temple	TX 76501	254-778-4755	Harry B. Macey, III
Total Office Solutions, Inc.	3615 Franklin Avenue #328	Waco	TX 76710	254-235-8200	Bobby Sterling
Desks Inc. of Utah	3578 South State Street; PO BOX 651025	Salt Lake City	UT 84115	801-261-3961	Cory Landon
Interior Solutions	522 South 400 West	Salt Lake City	UT 84101	801-531-7538	Scott Wilcox
M B I Inc.	750 S 200 West; PO BOX 524	Salt Lake City	UT 84101	801-322-0444	Gary L Graham
Office Environments Intl.	2700 South Quincy Street, Suite 320	Arlington	VA 22206	703-578-1600	William Malone
Mega Office Furniture	PO BOX 1810	Ashland	VA 23005	804-412-2700	Patricia Barber
Bassett Office Supply	PO Box 558	Bassett	VA 24055	276-629-5351	John B Parcel
Smarter Interiors	2112 Tomlynn Street	Richmond	VA 23230	804-358-7979	Greg Campbell
Workplace Solutions, Inc.	317 Village Road, Suite 103	Virginia Beach	VA 23454	757-563-2845	Maryann Woods
Magee Office Products	PO BOX 280	Randolph	VT 05060	802-728-5521	Todd Winslow
Tri County Office Interiors	1205 Commercial Street	Bellingham	WA 98225	360-734-1470	Jon E. Rawitzer
Coast Office Equipment	PO BOX 3	Olympia	WA 98507	360-943-1201	Satoshi Ichita
Commercial Office Interiors	2601 Fourth Avenue, Suite 700	Seattle	WA 98121	206-448-7333	Doug Sackville
Kershaws Inc.	119 S Howard Street	Spokane	WA 99201	509-456-6500	Damien Manganon
Henricksen & Company Inc.-Milwaukee	3070 Gateway Road	Brookfield	WI 53045	262-781-9090	Mike Assell
Eau Claire Business Interiors	2224 Mercantile Drive	Eau Claire	WI 54703	715-833-2300	Dave Robarge

Dealer List

Henricksen & Company Inc.-Madison
Emmons Business Interiors LLC
Parkersburg Office Supply Co.

5202 Eastpark Boulevard, Suite 102
PO BOX 206
PO BOX 344; 326 5th Street

Madison WI 53718 608-244-1400
Stevens Point WI 54481 715-345-8933
Parkersburg WV 26101 304-485-5466

Mike Assell
Robert Anderson
John Garrison

Lead Times

ALLSTEEL LEAD TIMES			
			11/21/2014
SYSTEMS FURNITURE (see below for Storage)	Weeks	EXTENDED LEAD-TIME COMPONENTS	
Concensys®	4 - 4.5 wks	GSA Acoustical Panels	7 - 8 wks
		Glass	5 - 5.5 wks
		Laminate Flat Edge Surfaces	6 - 6.5 wks
		Laminate T-Mold Surfaces	4.5 - 5 wks
		Veneer Doors/Trim	10 wks
Cadence®	3.5 - 4 wks	Laminate Flat Edge Surfaces	6 - 6.5 wks
		Laminate T-Mold Surfaces	4.5 - 5 wks
Optimize™	3.5 - 4 wks	Glass	5 - 5.5 wks
		Laminate Flat Edge Surfaces	6 - 6.5 wks
		Laminate T-Mold Surfaces	4.5 - 5 wks
		TFL Surfaces	2.5 - 3 wks
Stride®	3.5 - 4 wks	Veneer Worksurfaces	4.5 - 5 wks
		Laminate Flat Edge Surfaces	6 - 6.5 wks
		Laminate T-Mold Surfaces	4.5 - 5 wks
		Steel Tiles	6.5 - 7 wks
		Glass	5 - 5.5 wks
Terrace DNA™	3.5 - 4 wks	Veneer Doors/Trim	10 wks
		Veneer Worksurfaces	4.5 - 5 wks
		Laminate Flat Edge Surfaces	6 - 6.5 wks
		Laminate T-Mold Surfaces	4.5 - 5 wks
		Steel Tiles	6.5 - 7 wks
Further™ (storage below)	5.5 - 6 wks	Glass	5 - 5.5 wks
		Veneer Worksurfaces	4.5 - 5 wks
		Laminate Flat Edge Surfaces	6 - 6.5 wks
		Veneer Trim Supports	4 - 4.5 wks
		Laminate Flat Edge Surfaces	6 - 6.5 wks
Stride Benching (Storage Below)	3.5 - 4 wks	Veneer Worksurfaces	4.5 - 5 wks
		Veneer Tiles	4 - 4.5 wks
Stride Desking	3.5 - 4 wks	Veneer Worksurfaces	4.5 - 5 wks
		Veneer Tiles	4 - 4.5 wks
ADDITIONAL NOTES (including product modifications)			
Tailored Products Current lead times to design tailored products is a minimum of 4 Weeks. You should anticipate a 4 week lead time plus standard product lead time if you are placing an order that has special products on it. For questions please contact asitpg@allsteeloffice.com or Allsteel Customer Support.			
***Fabrics on the Preferred list are stocked in our warehouse, and depending on the size of the order will have a 3-4 week lead-time (product FSC options have extended lead times.			
10-Wire Electrical Items have a 7-7.5 week lead time.			
STORAGE			
Align™ Towers, Laterals and Pedestals	5.5 - 6 wks	Veneer Front	5.5 - 6 wks
Align™ Storage Credenzas	4 - 4.5 wks	Laminate	6 - 6.5 wks
Persona™	5.5 - 6 wks		
Essentials™	2.5 - 3 wks		
Further™ Storage	7.5 - 8 wks		
Stride Painted Wood Storage	3.5 - 4 wks		
Involve Storage	7.5 - 8 wks		
Veneer Storage & Desking	4 - 4.5 wks		
Vertical Files	2.5 - 3 wks		
TABLES			
Altitude®, Get Set®, Merge®, Aware™	4.5 - 5 wks	Flat Edge Surfaces	6 - 6.5 wks
		Veneer Worksurfaces	4.5 - 5 wks
COLLABORATIVE / GATHER™			
Rise™	3.5 - 4 wks		
Mind-Share™	2.5 - 3 wks		
Linger™	2.5 - 3 wks		
Scooch™	2.5 - 3 wks		
Take-5™	3 - 3.5 wks		
Hedge™	3.5 - 4 wks		
Sketch™	2.5 - 3 wks		
View™	3.5 - 4 wks	Veneer Credenzas	4 - 4.5 wks
All-Around™	3.5 - 4 wks	Veneer Worksurfaces	4.5 - 5 wks
Transfer™	2.5 - 3 wks		
Belong™	3.5 - 4 wks	Veneer Worksurfaces	4.5 - 5 wks
Harvest™	7 - 7.5 wks	Veneer Tables	4.5 - 5 wks
SEATING			
#19®	2.5 - 3 wks		
Access™	3.5 - 4 wks	EB option extended for large quantities	
Acuity®	2.5 - 3 wks		
Clarity™	2.5 - 3 wks	Polished Aluminum Options	4 wks
Inspire™	2.5 - 3 wks		
Involve™ Soft Seating	2.5 - 3 wks		
Nimble®	2.5 - 3 wks	Nimble Custom Colors	12 wks
Relate™ Side	2.5 - 3 wks		
Relate™ Task	2.5 - 3 wks		
Scout™	2.5 - 3 wks		
Seek™	2.5 - 3 wks		
Sum™	2.5 - 3 wks		
Tolleson	2.5 - 3 wks		
Trooper™	2.5 - 3 wks		
All published lead times are estimated production lead times and do not include transit time or fabric lead times. Large quantities of like product are subject to extended lead times.			

TITLE: Enterprise Sustainability Policy CATEGORY: ADM
ISSUED BY: Keri Luly–Sustainability Programs Manager NUMBER: 06-ADM-09-001
APPROVED BY: Jeffery D. Lorenger – President DATE: 01/12/2009

Purpose:

The purpose of this policy is to state Allsteel's Policy on Enterprise Sustainability.

Scope and Definition:

This Policy provides guidance for Allsteel members in the entire organization.

Allsteel's Enterprise Sustainability Policy guides our members toward sustainability and recognizes that we must all work together to achieve it. The Policy embraces the definition of sustainable development and the "Triple Bottom Line" of "People, Planet and Profit" by:

- Celebrating the culture of Allsteel members working together to improve our lives as part of our community (**People**)
- Motivating members to look beyond regulatory requirements to what it will take to make the world a better place for all of us (**Planet**)
- Recognizing that our company's fiscal health enables and encourages us to contribute to the economic and social well-being of our community so we all benefit (**Profit**)

Procedure:

In pursuit of enterprise sustainability, Allsteel will:

- Help all members understand the impacts that they have on our planet in their work and their personal lives, and encourage them to explore environmentally sound options.
- Be transparent and credible in our communications, internally and externally, and adhere to the Federal Trade Commission Part 260 *Guides for the Use of Environmental Marketing Claims*.
- At a minimum, meet all applicable environmental regulations, but always aspire to achieve more.
- Recognize the value of our members' contributions and provide them with safe working conditions and opportunities to learn and advance in their work and lives.
- Design our products to have minimal impact on the environment and society in their production and use, and to continuously reduce life cycle impacts using tools such as Design for the Environment (DfE).
- Conserve energy, decrease greenhouse gas emissions, and seek relevant renewable resource options for the future to reduce our carbon footprint.
- Continue to compete ethically and build our fiscal health, allowing us to give back to our customers, our shareholders, our members, our community, and all our other stakeholders.



Allsteel®

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- Drive Rapid Continuous Improvement (RCI) to eliminate waste, become as efficient as possible, and make us successful in all we do.

Responsibility:

It is the responsibility of company leadership to communicate these guidelines to their direct reports and to adhere to the guidelines set forth in this policy.

It is the responsibility of each member to follow this policy.

Reason for Change:

This is a new policy. This policy will evolve as we learn more, accomplish more, and recognize how and where we can further improve.

Reference Information

Allsteel adheres to HNI Corporation policies, procedures, and is true to “Our Vision”.

Allsteel uses the definition of sustainable development from the United Nations’ World Commission on Environment and Development 1987 report, *Our Common Future*:

Future:

“Development that meets the needs of the present world without compromising the needs of future generations to meet theirs.”

The Commission recognized that human activities could not be compartmentalized as they had in the past “within broad areas of concern (environment, economics, social).” The report recognized the vital linkage between humanity’s need for **social equity, environmental quality, and economic development** (later referred to as the triple bottom line). Allsteel uses the terms people, planet, and profit.

HNI Corporation’s Environmental Policy was established in 1978; the current revision is 01ADM-09-001C – Environmental Policy.

Related Policies and Procedures:

01ADM-09-003	Energy Policy
01ADM-09-004	Enterprise Sustainability
01LEG-06-006	Assessing Regulatory Implications of Facility Projects
01PRO02-02-006	Environmental Recordkeeping
01PRO02-02-007A	Chemical Evaluation
01PRO02-02-010	Manufacture for the Environment
01PRO08-01-001	Guidelines for Environmental Marketing Claims



Allsteel®

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Allsteel Sustainability Policy / 1-12-09

Certificate US04/3515

The management system of

Allsteel, Inc.

3000 N. Hwy 61
Muscatine, IA 52761, United States

has been assessed and certified as meeting the requirements of

ISO 9001:2008

For the following activities:

Design, manufacture and distribution of wood and steel furniture and components.

Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2008 requirements may be obtained by consulting the organization.

This certificate is valid from 4 January 2013 until 4 January 2016 and remains valid subject to satisfactory surveillance audits. Recertification audit due a minimum of 60 days before the expiration date. Issue 4 : 2 January 2013. Certified since January 2004.

Additional site details are listed on subsequent pages.

Authorized by

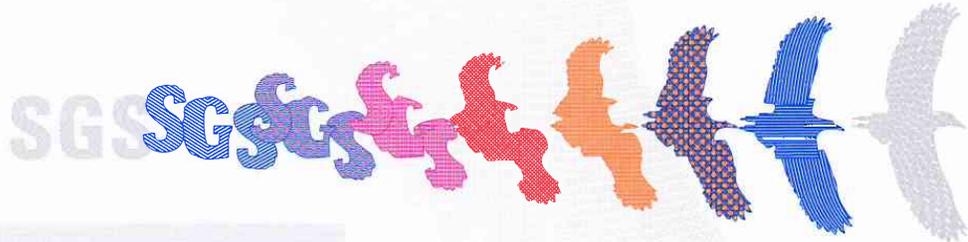


Zachary C. Pivarnik
Director of Accreditation, North America

Systems and Services Certification, a Division of SGS North America, Inc.
201 Route 17 North, Rutherford, NJ 07070 United States of America
t +1 201 508 3000 f +1 201 925 4555 www.us.sgs.com

This certificate remains the property of SGS and shall be returned upon request

Page 1 of 2



This document is issued by the Company subject to its General Conditions of Certification Services accessible at www.sgs.com/terms_and_conditions.htm. Attention is drawn to the limitations of liability, indemnification and jurisdictional issues established therein. The authenticity of this document may be verified at <http://www.sgs.com/en/Our-Company/Certified-Client-Directories/Certified-Client-Directories.aspx>. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.

Certificate US04/3515, continued

Allsteel, Inc. ISO 9001:2008

Issue 4 : 2 January 2013

Additional facilities:

3000 N. Hwy 61, Muscatine, IA 52761, United States

Scope: The manufacture and distribution of wood and steel furniture and components.

2210 Second Avenue, Muscatine, IA 52761, United States

Scope: The design of wood and steel furniture and components.





Appendix I:

EVALUATION QUESTIONNAIRE/SELF CHECKLIST

Products/Pricing (40 Points)

1. Are all products and services being proposed listed under APPENDIX B on a corresponding electronic device? Yes No
2. Is there a price list for all available products/services on a corresponding electronic device? Yes No
3. Did you provide the warranty information that is offered by your company? Yes No
4. Will customers be able to verify they received the contract price? Yes No

Please explain how they would verify the contract price.

Allsteel will issue order acknowledgments once an order receives a shipping date that will include pricing. This acknowledgment will publish the list price, discount, and net price received for each product that can be verified against the contract.

5. What payment methods do you accept?

Allsteel accepts check, P-card (must have Visa/Mastercard/AmEx logo on it – will be ran like a credit card), EFC/ACH, and all major credit cards excluding Discover.

Performance Capability (30 Points)

1. Did you indicate which states you can deliver to under APPENDIX E, Question 1? Yes No
2. What is the capability of your company to respond to emergency orders?
Please explain what actions you would take.

Quick Ship programs can expedite the standard lead time process. These programs usually take 1-2 weeks instead of the standard 6-8 week lead time. If product is needed sooner than this, the client or dealer can contact our Customer Support team to discuss the option of expediting the order and what costs would be incurred to do so.

3. Please provide your company's average fill rate over the last three fiscal years.
1) 97% 2) 97 1/2% 3) 98%
4. Please provide your company's average on time delivery rate over the last fiscal year.
98%
5. Does your company agree to the following statement on shipping charges "*All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.*"? Yes No

If not please explain.

Evaluation Criteria Questionnaire

6. What is your company's return and restocking policy? Are there any applicable fees? Please provide a brief description and example.

Due to our products being made per order, we generally do not accept returns unless there is another order that specifies the exact same paint, fabric, wood, etc. for the same product model. A return authorization form must be obtained by the Servicing Partner and approved by the Vendor prior to any returns being accepted. Products are then returned by the client, prepaid, and are subject to a 45% of the purchase price restocking fee. If an item is shipped incorrectly by Allsteel as the result of an error by Allsteel or the local Servicing Partner, we will make the correction promptly without financial penalty.

7. What is your company's history of meeting shipping and delivery timelines?

The Allsteel delivery model is unequalled for on-time delivery performance. Using a measurement called Complete and On-time (COT) to assess delivery performance. We measure complete and on time to the delivery time promised. We know you don't care when we ship it, you care that you get is when you need it. Distribution COT currently averages 98 percent, with many of the non-performance issues being customer-related (building not ready, no appointment available, etc.). We won't settle for anything less than perfection. We are proud of the fact that our shipments are delivered on time and as scheduled. It is a claim our competitors simply cannot make. How do we do it? We're not satisfied with anything less than perfection. Our goal for on-time delivery to our customers is 100 percent.

8. Will your company be able to meet the one year warranty guarantee as stated on page 16 under pricing? Yes No

If not, please explain.

9. Did you provide your company's information regarding your customer service department as per APPENDIX F, Question 15? Yes No

10. What is your company's current invoicing process?

Our system is setup to invoice at time of shipment. Invoices can be faxed, emailed, or paper mailed to the customer/account issuing the purchase order direct to Allsteel.

11. Did you indicate how your company will implement the contract as per APPENDIX F, Question 20? Yes No

12. Did you provide your Dun & Bradstreet number? Yes No

13. Did you provide information on your website and on-line ordering capacities as per APPENDIX F, Question 14? Yes No

Qualification and Experience (20 points)

1. What is your company's reputation in the marketplace?

Allsteel's three greatest strengths as an organization are in our operational excellence; our purposeful, research-based approach to developing relevant and progressive products; and our "can-do" resourcefulness to proactively and effectively solve our clients' challenges.

Another significant advantage is our relationship with HNI Corporation. This gives us unparalleled access to and integration with our sister brands – each with their own strong core competencies. We are able to bundle whatever combination of product type or price point is needed to meet all the needs a customer may have across their entire organization – and structured in the way that customer wants to work with us. We can be the "best total cost" across the entire value stream.

2. What is the reputation of your products and/or services in the marketplace?

Our most relevant strength as a product development company include our belief that new products must be compatible with our existing products. As we develop systems enhancers, breakthrough seating and other innovative products, they are carefully designed to seamlessly integrate with our customers' installed base, and perform for years to come.

Second, our significant experience with lean manufacturing techniques for more than 15 years has created incredible value for our shareholders and our customers. We're able to provide high quality at highly competitive prices, with the highest "complete and on-time" and lowest "customer complaints per million" statistics in the industry – all with one of the best environmental performances in the industry. We have been driven for many years by the belief that doing the right thing is the most important thing – allowing us to place equal consideration on the environmental impact of any given decision.

And third, what we call "constructive discontent" is in our DNA. We constantly seek a better way, whether it's on the factory floor, or in the intuitive controls on a task chair, or in the way we were able to reduce delivery and installation costs by 25% for a customer who was moving into 9 floors in a downtown Chicago building through exhaustive investigation of trucking, elevator sizes and accessibility, union workers, staging, and all the other factors that affect the efficiency of delivery and installation.

3. Does your company have past experience with Region 4 ESC and/or TCPN members? If so, please list them and their contact information (Up to five).

Yes, over the past 5 years, Allsteel has grown significantly utilizing the TCPN contract throughout the U.S. TCPN has been our go to contract for public sector business. We intend to continue to enhance our education and training of our 100+ direct sellers and our over 1,500 dealer sales representatives. Three key customers utilizing the TCPN contract on a regular basis are listed below:

Palomar College
Jenny Akins
Purchasing and Warehouse Supervisor
1140 West Mission Road
San Marcos, CA 92069
(760) 744-1150 ext. 2139
Fax (760) 471-7061
jakins@palomar.edu
Volume range \$250k - \$1M annually since 2009

City of Anaheim
Contact: Carole Ayuso, Purchasing Director
200 S Anaheim Blvd, Suite 600
Anaheim, CA 92805
Direct phone: 714-765-5222
Email: cayuso1@anaheim.net
Volume range \$100k-\$1M net annually since 2009

El Camino College
Contact: Rocky Bonura, Director of Business Services
16007 Crenshaw Blvd
Torrance, CA 90506
Direct phone: 310-660-3374
Email: rbonura@elcamino.net
Volume range \$250k-\$1.5M net annually since 2009

Evaluation Criteria Questionnaire

4. Did you list your key employees and their qualifications as per APPENDIX F, Question 6?
 Yes No

5. Did you provide the locations and sales persons who will work on the contract as per APPENDIX F, Question 6 & 7? Yes No

6. What past experience does your company have working in the government sector?

Allsteel has been leading with the TCPN contract as our go to market contract for public sector, which includes clients in state agencies, cities, municipalities, colleges, and universities for the past 5 years. In addition to our experience working directly with the TCPN contract, we hold various state, local, and other cooperative-type contracts.

7. Did you provide information on working with cooperative purchasing programs as per APPENDIX F, Question 24? Yes No

8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per APPENDIX F, Question 16? Yes No

9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per APPENDIX F? Yes No

10. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business certifications that your company holds? Yes No

11. Did you list and submit all applicable M/WBE, HUB, DVBE, small and disadvantaged business and other diverse certifications that your company holds? Yes No

Value Add (10 Points)

1. Did you submit a marketing plan as per APPENDIX F, Question 17?
 Yes No

2. Did you provide a national sales training plan as per APPENDIX F, Question 21?
 Yes No



Categories

Allsteel intends to respond to the following categories: Category A - Audio/Visual Furniture, Category B - Cafeteria, Category C - Casegoods, Category D - Classroom & Library, Category F - Ergonomic Solutions, Category G - Filing Storage, Category H - Lounge/Reception, Category K - Seating/Chairs, Category L - Tables/Meeting Conference Room, and Category N - Workstation.

Allsteel is offering their entire breadth of line under the TCPN contract. We have outlined on the pages that follow the product names we intend to bid for each category. Some of these may overlap into multiple categories.

Manufacturers

Please see our Dealer List included at the end of the Company Profile section for a complete list of authorized dealers/resellers.

Product/Price Updates

New products/services may be added during the term of the contract upon written request and approval by Region 4 ESC and/or TCPN. In addition, Allsteel will notify TCPN of all obsolete and discontinued products in writing and in a timely manner.

Returns

When requesting a product return for a customer ordering error, please contact the local Servicing Partner in advance for a formal Return Authorization. Upon approval, products are returned by the client prepaid, and are subject to a restocking fee of up to 45% of the purchase price. If an item is shipped incorrectly by Allsteel as the result of an error by Allsteel or the local Servicing Partner, we will make the correction promptly without financial penalty.

Services

Rates submitted for services are not-to-exceed, nationwide rates which take into consideration pricing variables such as prevailing/union wages, varying site conditions, hours of installation, size of projects, and other factors. Because these rates are not-to-exceed, we encourage TCPN Members to negotiate lower rates for these services on a project-by-project basis (as they have in the past) with our authorized TCPN distributors, when more specific project information is known.

The rates for services shall not exceed the following maximum thresholds:

- Installation: not to exceed 25% of the net product total per order; a minimum charge of \$175.00 per order may apply
- Design: not to exceed \$90.00 per hour
- Project Management: not to exceed \$90 per hour
- Reconfiguration: not to exceed \$125.00 per hour
- Storage: \$5 per cubic ft per month



Audio/Visual Furniture
View



Casegoods
Align Wood
Stride Painted Wood
Involve



Ergonomic Solutions
Ergonomic Accessories
Wand Light
Link Lights

Cafeteria

- Tolleson
- Seek
- Inspire
- Merge
- Relate
- Take-5



Classroom & Library

- Tolleson
- Seek
- Inspire
- Aware
- Get Set





Filing Storage

Vertical Filing
Lateral Filing
Bookcases
Towers
Involve Storage
Align Storage

Lounge/Reception

Gather
Clarity
Involve Seating



Seating/Chairs

Trooper	Seek
Tolleson	Inspire
Nimble	Clarity
#19	Scout
Acuity	
Relate	
Sum	
Access	

Tables/Meeting Conference Room

Get Set
Merge
Aware
Altitude
Harvest
All-Around



Workstation

Optimize
Concensys
Terrace DNA
Stride
Further





References

Provided below are ten customer references for product and/or services of similar scope dating within the past 3 years.

Reference 1

Entity Name: Wayne State University
Contact Name & Title: Val Kreher
Senior Buyer, Procurement & Strategic Sourcing
Address: 5700 Cass Avenue, Suite 4200
City, State & Zip: Detroit, MI 48202
Phone Number: 313.577.5734
Fax Number: 313.577.3747
Annual Volume: Volume Range: \$700K - \$1M + annually since 2008

Reference 2

Entity Name: Ohio State University
Contact Name & Title: Cris Penn
Associate Director of Purchasing
Address: 2650 Kenny Road
City, State & Zip: Columbus, OH 43210
Phone Number: 614.688.4940
Fax Number: 614.292.6913
Annual Volume: Volume Range: \$500K - \$2M annually since 2006

Reference 3

Entity Name: Iowa State University
Contact Name & Title: Cathy Beckman
Purchasing Agent
Phone Number: 515.294.9394
Fax Number: 515.294.9606
Annual Volume: Volume Range: \$400K - \$1M since 2004

Reference 4

Entity Name: Palomar College
Contact Name & Title: Jenny Akins
Purchasing & Warehouse Supervisor
Address: 1140 West Mission Road
City, State & Zip: San Marcos, CA 92069
Phone Number: 760.744.1150 X2139
Fax Number: 760.471.7061
Email: jakins@palomar.edu

Reference 5

Entity Name: City of Anaheim
Contact Name & Title: Carole Ayuso
Purchasing Director

References

Address: 200 S Anaheim Boulevard, Suite 600
City, State & Zip: Anaheim, CA 92805
Phone Number: 714.765.5222
Email: cayuso1@anaheim.net
Annual Volume: Volume Range: \$100k-\$1M net annually since 2006

Reference 6

Entity Name: El Camino College
Contact Name & Title: Rocky Bonura
Director of Business Services
Address: 16007 Crenshaw Boulevard
City, State & Zip: Torrance, CA 90506
Phone Number: 310.660-3374
Email: rbonura@elcamino.net
Annual Volume: Volume Range: \$250K-\$1.5M net annually since 2006

Reference 7

Entity Name: Placer County
Contact Name & Title: Alicia Wilbur
Purchasing Agent
Address: 2964 Richardson Drive
City, State & Zip: Auburn, CA 95330
Phone Number: 530.889.4229
Email: awilbur@placer.ca.gov
Annual Volume: Volume Range: \$500K - \$1M + annually since 2007

Reference 8

Entity Name: Yolo County
Contact Name: Karen Kawelmacher
Address: 625 Court Street, Room 103
City, State & Zip: Woodland, CA 95695
Phone Number: 530.666.8073
Email: kkawelmacher@yolocounty.org
Annual Volume: Volume Range: \$400K annually since 2008

Reference 9

Entity Name: Purdue University
Contact Name & Title: Pam Burns
Purchasing Agent
City, State & Zip: Lafayette, IN 47907
Phone Number: 765.494.7272
Email: psburns@purdue.edu
Years Serviced: Since 2011
Description of Services: Student Leadership Facility, New Facility
Annual Volume: Volume Range: \$500K +

References

Reference 10

Entity Name: Texas A&M University Association of Former Students
Contact Name & Title: Barbara R. Kasper
Vice President
City & State: College Station, TX
Phone Number: 979.845.7514
Years Serviced: Since 2008
Description of Services: Systems (Terrace 3.4, Align, and Reach products)
Annual Volume: Volume Range: \$1M +



Value-Added Services

Allsteel in conjunction with our local Servicing Partner, offers the following value-added services on a nationwide basis for day-to-day projects:

- **Product Specification:** This is done through CAD and manufacturer specific catalogs and computer programs. Direction can be taken from the client or a client's representative.
- **Technical Support:** Revisions of plans, drawing and specifications as well as the supply of installation drawings and product technical data for installation teams.
- **Standards Programs:** Provide furniture standards including typical drawings (both planview and 3-D) and detailed list of product for client hierarchy or office type or function. In addition, fabric and finish standards can be created to give the client's staff a reference source. This information can take the form of three ring binders or can be electronically stored on our Dealer's Web site or disk.
- **Project Management:** Project managers attend meetings as requested and direct installation at the job site. Through extensive use of email, fax, phone calls, and personal meetings, they are in constant communication with the design firm and the client. They provide status reports, and if requested Gantt charts. The same project manager will take the project from award to punchlist.
- **Delivery or Meeting the Truck at Job Site:** If product is received at our warehouse, it will be inspected and redelivered at the time of installation. If the product ships direct from the manufacturer's factory, the installation team will meet the truck at the job site.
- **Teardown/Packaging/Move Management:** We can manage the packing, teardown, and move management of workstations within a building or across country.
- **Installation:** We can provide expert installation either locally or nationally through a network of proprietary installation firm partnerships. The installers are thoroughly trained in the product they install.
- **Maintenance:** Maintenance of product can be provided through scheduled cleaning and touch-up to make sure the product looks great throughout its life.
- **Refinishing and Refurbishing:** Refinishing and re-upholstery can rejuvenate damaged or worn-out product.
- **Inventory/Warehousing:** An inventory of product can be stored at our warehouse so the client can access it, as it is needed. Also, if a job site is not ready for installation at the planned time, we can warehouse the product for the client.
- **Inventorying Product:** Existing product can be inventoried and documented for the client.
- **Nationwide Service:** All services offered locally are available nationwide to meet client needs. This consolidates all service effort

Workplace Advisory

Today, most organizations recognize that tangible and intangible aspects of an employee's work environment have a real impact on top and bottom lines. Our goal at Allsteel is to enable our customers and their consultants to create workplaces in which people thrive and the goals of the business are realized. Workplaces that make sound financial sense, improve internal processes, support social responsibility and foster the creativity, productivity and well-being of people at work.

Allsteel has assembled an internal team of skilled and knowledgeable workplace advisors to make sense of and effectively apply all the research, theories and experiments being done these days for your extensive corporate projects. We contribute to the development of sustainable, functional, relevant and progressive workplaces that 'fit' each organization's unique goals and realities.

Our expertise comes from first-hand experience, and on-going exploration and involvement. We work with subject experts in related fields like management consulting and cultural anthropology to inform our understanding of the ways organizations work, and how work happens. We leverage our own and others' experiences in sound environmental and ergonomic practices. We exchange insights and experiences with architects, designers and other consultants; and track forward-thinking organizations who have developed, implemented and measured the most progressive workplace strategies.

We have leveraged our own extensive experiences and the theories and learnings of other practitioners to develop our toolkit: practical, relevant, comprehensive models, processes and tools. Our particular perspective is that all successful and robust workplace strategies need to address four areas:

- **Alignment** – consistent with values, culture and brand; with business intents and strategic goals; and between space, organizational practices and technology
- **Effectiveness** – supportive of new or existing work practices – the reality of people, processes and tools - needed to realize organizational goals and plans
- **Efficiency** – diligent in the wise and responsible use of space, capital and assets
- **Agility** – dynamic and adaptable to changing business conditions and future requirements

Allsteel will work with you and your design consultants to explore and apply the most relevant elements of workplace theory, sustainable and ergonomic practices to your unique workplace challenges. We will also support the change management initiatives and new office protocols that are often part of a comprehensive and successful implementation strategy.



DOC #1

Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Allsteel Inc.

Title of Authorized Representative: President

Mailing Address: 2210 Second Avenue, Muscatine, IA 52761

Signature: 

DOC #2

Debarment Notice

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

Potential Vendor: Allsteel Inc.

Title of Authorized Representative: President

Mailing Address: 2210 Second Avenue, Muscatine, IA 52761

Signature: 

DOC #3

LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent



Date

DOC #4

CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

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

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

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

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

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

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

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

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

Business Operations in Sudan, Iran

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



Signature of Respondent

12/4/14

Date

DOC #5

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

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor Allsteel Inc.

Address 2210 Second Avenue

Muscatine, IA 52761

Phone 563-272-4800

Fax 563-272-4887

Offeror 

Signature

Paul Drawbaugh

Printed Name

Government Program Manager

Position with Company

Authorizing Official



Signature

Mark Roumfort

Printed Name

President

Position with Company

DOC #6

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

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

Company Name: Allsteel Inc.

Street: 2210 Second Avenue

City, State, Zip Code: Muscatine, IA 52761

Complete as appropriate:

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

OR:

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

OR:

I Todd C. Birlingmair, an authorized representative of HNI Corporation, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

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

Name	Address	Interest
State Farm Insurance Companies	One State Farm Plaza, Bloomington, IL 61710	16.5% (HNI Corporation)

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

11/24/14
Date


_____, Treasurer
Authorized Signature and Title
Todd C. Birlingmair

DOC #7

NON-COLLUSION AFFIDAVIT

Company Name: Allsteel Inc.

Street: 2210 Second Avenue

City, State, Zip Code: Muscatine, IA 52761

State of New Jersey

County of Muscatine

I, Mark Roumfort of the Muscatine
Name City

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

I am the President of the firm of Allsteel Inc.
Title Company Name

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

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

Allsteel Inc.
Company Name

Mark Roumfort President
Authorized Signature & Title

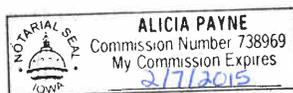
Subscribed and sworn before me

this 4th day of December, 2014
Alicia Payne

Notary Public of Iowa

My commission expires February 7, 2015

SEAL



DOC #8

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

Company Name: Allsteel Inc.

Street: 2210 Second Avenue

City, State, Zip Code: Muscatine, IA 52761

Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

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

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

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the _____ _____
- B. Approved Federal or New Jersey Plan – certificate enclosed _____ ✓

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

12/4/14
Date

Mr. R. J. ...
Authorized Signature and Title

Affirmative Action Supplement

AFFIRMATIVE ACTION	Term Contract - Advertised Bid Proposal						
Department of the Treasury Division of Purchase & Property State of New Jersey 33 W. State St., 9th Floor PO Box 230 Trenton, New Jersey 08625-0230	<table border="1"> <tr> <td data-bbox="829 138 1003 170">Bid Number:</td> <td data-bbox="1003 138 1396 170">T408/176</td> </tr> <tr> <td data-bbox="829 170 1003 222">Bidder:</td> <td data-bbox="1003 170 1396 222">Allsteel Inc.</td> </tr> <tr> <td colspan="2" data-bbox="829 222 1396 285">Muscatine, IA 52761</td> </tr> </table>	Bid Number:	T408/176	Bidder:	Allsteel Inc.	Muscatine, IA 52761	
Bid Number:	T408/176						
Bidder:	Allsteel Inc.						
Muscatine, IA 52761							

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY (FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance
EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 360717079	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. 1674 (including temps on Allsteel payroll)
4. COMPANY NAME Allsteel		
5. STREET 2210 Second Ave	CITY Muscatine	COUNTY Muscatine
	STATE IA	ZIP CODE 52761
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) HNI		CITY Muscatine
	STATE IA	ZIP CODE 52761
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 228		
10. PUBLIC AGENCY AWARDDING CONTRACT	CITY	COUNTY
	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB Categories	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN													
	All Employees			***** MALE *****						***** FEMALE *****				
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min	
Officials/Managers	220	156	64	2	4	0	1	151	2	2	0	1	59	
Professionals	257	128	126	6	9	0	8	105	4	9	0	8	104	
Technicians	17	16	1	0	0	0	0	16	0	0	0	0	1	
Sales Workers	144	58	86	0	3	0	0	55	1	3	0	1	81	
Office & Clerical	79	9	68	2	0	0	0	7	2	5	1	0	59	
Craftworkers (Skilled)	48	45	3	0	1	0	1	43	0	0	0	0	3	
Operatives (Semi-Skilled)	893	569	323	20	132	0	6	407	6	82	1	4	229	
Laborers (Unskilled)	11	10	1	4	0	0	0	6	0	0	0	0	1	
Service Workers	5	5	0	0	0	0	0	5	0	0	0	0	0	
Total	1,668	996	672	34	149	0	16	795	15	101	2	14	537	
Total employment From previous Report (if any)														
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	6	2	4	0	1	0	0	1	0	0	0	1	3	

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? Volunteered by employees at hire.	14. IS THIS THE FIRST Employee Information Report Submitted? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	15. IF NO, DATE LAST REPORT SUBMITTED 7/1/08
13. DATES OF PAYROLL PERIOD USED FROM: 3/4/12 TO: 3/10/12		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Tiffany Hartman	SIGNATURE 	TITLE Sr MCR Assistant	DATE 3/6/12
17. ADDRESS NO. & STREET 2210 Second Ave	CITY Muscatine	COUNTY Muscatine	STATE IA
	ZIP CODE 52761	PHONE, AREA CODE, NO. 563-272-5655	

I certify that the information on this form is true and correct.

Certificate Number
653801

Registration Date: 11/23/2013
Expiration Date: 11/22/2015



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2013
Allsteel Inc.

Responsible Representative(s):

Jeffrey D. Lorenger, President
Marshall H. Bryant, Vice-President
Malisa L. Bryant, Vice-President

Responsible Representative(s):

Handwritten signature of Harold J. Wirths in black ink.

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

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

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

Doc #8 - Affirmative Action Affidavit

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

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

Signature of Procurement Agent

DOC #9

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 (www.nj.gov/dca/lgs/lfn/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

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

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

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 WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

HNI Corporation Policy



Category: HMR Number: 01HMR-05-003B Date: 09/04/00
Title: Political Activity
Issued By: James I. Johnson
Approved By: Jack D. Michaels

Purpose

This policy provides guidelines concerning corporate and member political activity.

Scope and Distribution

This Policy applies to HNI Corporation and all of its operating companies.

Policy Definition

HNI Corporation encourages all members to participate actively in the political process, to be informed on public issues and on the positions and qualifications of public officials and candidates for public office, and to support, through personal financial and other assistance, candidates and parties of their choice.

The involvement of members in political affairs and other civic activities is encouraged by HNI Corporation, but such activities are individual matters and members should not involve or imply involvement of HNI Corporation. Members who engage in political campaigns and party activity must acquaint themselves with the legal standards and HNI Corporation policy governing political activity on company time and on company premises.

HNI Corporation follows all state and federal political and election laws which govern the use of company funds or services for political service.

HNI Corporation periodically will make its position known concerning existing and proposed legislation that affects the company by communicating its position directly to local, state, and federal elected officials and other governmental bodies. The company also participates from time to time in the efforts of trade associations, industry groups, and other coalitions to express viewpoints and inform elected officials and the public in general on issues affecting the company.

HNI Corporation does not make corporate campaign contributions to national, state, or local parties, political committees, or candidates for elective office. HNI Corporation will not make any corporate contributions which assume a second-step transaction which will benefit a party, committee or candidate not otherwise legally entitled to receive HNI Corporation funds.

HNI Corporation remains nonpartisan with respect to the nomination or election of candidates to public office. No corporate funds, properties or services (including meeting rooms, aircraft, automobiles, computer or mailing services) shall be contributed or used directly or indirectly for the purpose of assisting or influencing the nomination or election of any candidate to public office.

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Political Activity
09-04-00

No partisan political activities shall be conducted on company time or under circumstances that could create the appearance that such activity is sponsored by the company. HNI Corporation does not host plant tours or meetings to address members by candidates for political office at the company's facilities or at company activities while the candidate is running for office. However, government officials, who are in office, may visit company facilities and address company meetings in their official capacities to conduct government business in the ordinary course of their duties, with prior approval of the operating company head for that facility.

HNI Corporation does not normally pay honoraria to public officials in any country, including federal office holders in the United States. Exceptions may be made on rare occasions for state office holders in the United States where permitted by law and where the recipient appears at company affairs or meets with company personnel. Payment of any honoraria must be approved in advance by the Vice President, General Counsel and Secretary.

Responsibility

It is the responsibility of all operating company heads to implement this Policy and to ensure its compliance. It is the responsibility of all members to follow this Policy.

Reason for Change

This Policy is updated to expand on the Policy Definition.

Reference Information

Please reference Policy 01HMR-05-001, Solicitation and Distribution of Literature. Any questions concerning this Policy should be referred to the HNI Corporation Vice President, General Counsel and Secretary.

DOC #10

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: HNI Corporation	Name:
Home Address: 408 East Second Street Muscatine, IA 52761	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 24 day of November, 2014.

Susan Ausman
(Notary Public)

My Commission expires:

SUSAN AUSMAN
Commission Number 774008
My Commission Expires
July 23, 2015

Florence E. Pedersen
(Affiant)

Allsteel Inc.
Florence E. Pedersen, Assistant Secretary
(Print name & title of affiant)

(Corporate Seal)

SEAL
1912
ILLINOIS

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC' s OPEN RECORDS
POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

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

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

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

12/4/14
Date

M. P. ...
Authorized Signature & Title