APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between The HON Company LLC *("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of* Furniture and Installation *("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 contact 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)

Annual Sales Through Contract	Administrative Fee
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: The HON Company LLC

Address: 200 Oak Street

City/State/Zip: Muscatine, IA 52761

Telephone No.: 800-466-8694

Fax No.: 800-833-3902

Email address: contractmanager@honcompany.com

Printed name: Derek Schmidt

Position with company: Vice President, Finance, The HON Company LLC

Authorized signature: [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.

[signature]
Region 4 ESC Authorized Board Member

2-24-2015
Date

Rita Drabek
Print Name

[signature]
Region 4 ESC Authorized Board Member

2-24-2015
Date

Faye B. Bryant
Print Name

TCPN Contract Number R142208

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.*)

The HON Company 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 attached.

The HON Company 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. 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.	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 state and local cooperative ~~present~~ customer meeting the same qualifications or requirements, buying the same product mix, under the same terms and conditions.	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~~ within the timeframe mutually agreed to by the Vendor and the purchasing agency ~~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.	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.

11.7 Buy American Requirement Pg. 22	**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.	**Buy American requirement:** (for New Jersey and all other applicable States) 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~~ 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. It is the responsibility of the Purchasing Agency to notify the Vendor that requested product(s) must adhere to the Buy American Act. Vendors are required to check state specific requirements to ensure compliance with this requirement.	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.
12.6 Stored Materials Pg. 22	**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	**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~~ party in control of the location against loss and damage, unless otherwise agreed to by Vendor and Member. ~~Vendor~~ The insuring party 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	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.

	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.	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~~ delivery into Member's control ~~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 Member's acceptance of non-defective, undamaged, product at time of delivery ~~final acceptance~~.	
Appendix B: Returns Pg. 27	**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.	**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~~45% of the value of the items that require restocking.	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.

TCPN®
The Cooperative Purchasing Network

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.

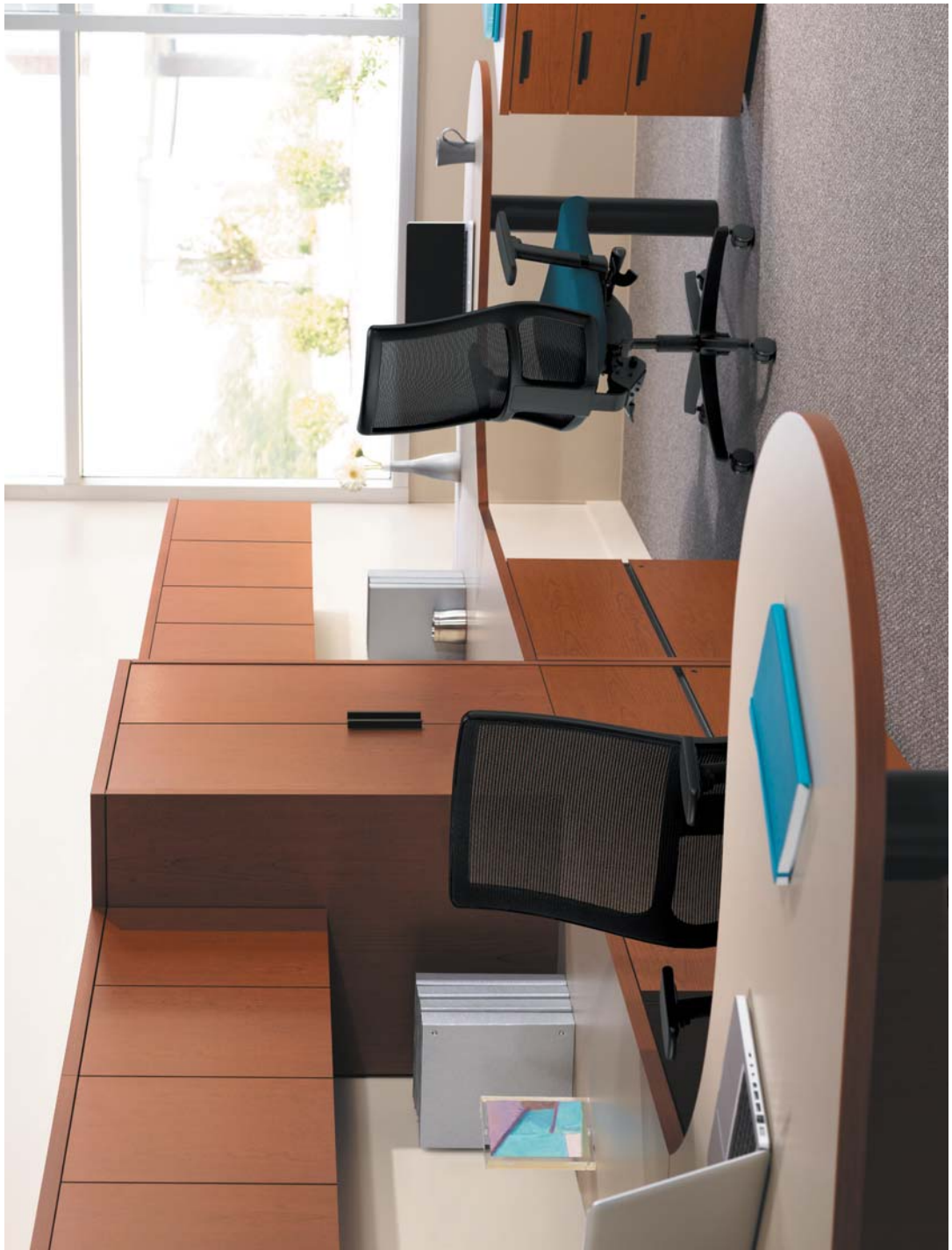
Vendor orientations for this RFP will be held between **March 9, 2015** and **April 23, 2015.**

If awarded, our company will plan to attend vendor orientation on March 9, 2015.

Potential attendees will include:

Christy Lung, Sr. Program Manager, The HON Company
Angie McKiddy, Contract Manager, The HON Company
Scott Albin, Vice President, State & Local, The HON Company
Maxine Gordon-Williams, Vice President Government Sales, The HON Company
Caitlin Grady, Channel Marketing Manger - Vertical Markets, The HON Company
Jeff Cunningham, Financial Analyst, The HON Company

Signature: _____ 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)

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

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

☐ American Samoa	☐ Northern Marina Islands
☐ Federated States of Micronesia	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ 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 (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:

- [X] 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: Angie McKiddy
Title: Contract Manager
Company: The HON Company LLC
Address: 200 Oak Street
City: Muscatine State: IA Zip: 52761
Phone: 563-272-3932 Fax: 563-272-7384
Email: contractmanager@honcompany.com

Billing & Reporting/Accounts Payable

Contact Person: Jeff Cunningham
Title: Finance Analyst
Company: The HON Company LLC
Address: 200 Oak Street
City: Muscatine State: IA Zip: 52761
Phone: 563-272-4405 Fax: 563-272-7384
Email: cunninghamj@hnicorp.com

Marketing

Contact Person: Caitlin Grady
Title: Channel Marketing Manager
Company: The HON Company LLC
Address: 200 Oak Street
City: Muscatine State: IA Zip: 52761
Phone: 563-272-7186 Fax: 563-272-5720
Email: gradyca@honcompany.com

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
The HON Company is a wholly-owned subsidiary of HNI	Variable off List	Various Dates	After award, add'l info may be provided upon request.
Corporation and does not disclose financial information			
about its sales. State, local, and other types of contracts			
held directly by HON include cooperative language within			
the contract; after award, additional information may be			

provided upon request.

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Appendix E:
QUESTIONNAIRE

2. Diversity Programs

The HON Company has numerous authorized dealers which are minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses.

After award, upon request, we will provide a list of our diversity dealers.

Appendix F:

COMPANY PROFILE

Please provide the following:

1. Company's official registered name. The HON Company LLC

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

   Guided by timeless values, a culture of membership, and a commitment to service, The HON Company is a leading designer and manufacturer of workplace furniture for the government, public sector, and non-profits.

   C. MAXWELL STANLEY

   The HON Company began when our founder, C. Maxwell Stanley, foresaw a post-war housing boom at the end of WWII. He had the idea to start a manufacturing company that would put returning GI's to work. With the help of his brother-in-law; Clement T, Hanson began making steel kitchen cabinets under the business called "Home-O-Nize". Home-O-Nize incorporated in 1944.

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

   We officially became HON Industries in the 1960's. After a few decades of steady growth through profitable acquisitions, our shareholders approved a change from HON Industries to HNI Corporation.

   Both HNI Corporation and The HON Company are headquartered in Muscatine, Iowa. The HON Company also has manufacturing facilities strategically located throughout the United States and markets our products through a nationwide network of loyal distribution partners.

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

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

3. Company's Dun & Bradstreet (D&B) number. 14-781-4735

HON®

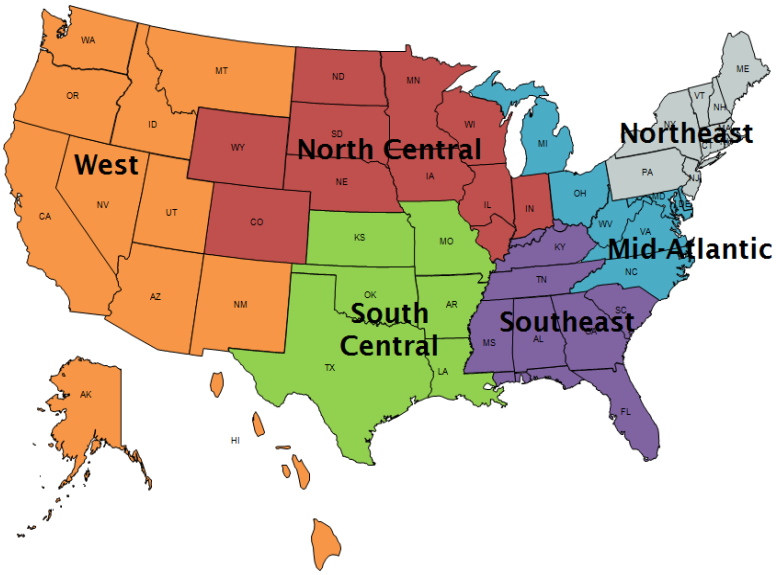
4. Corporate office location.

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

   Our headquarters address is:
   The HON Company
   200 Oak Street
   Muscatine, IA 52761

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

   Our sales organization consists of over 80 experienced professionals empowered to serve the needs of our customers. Our sales professionals are aligned to specific regions within the United States; the information below outlines how our sales regions are divided and an overview of sales member roles within our organization:



   Sales member types:
   Regional Vice Presidents: 6
   Business Development Managers: 63
   Solution Account Associates: 15

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

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

Regional Vice Presidents – The HON Company has a total of 6 Regional Vice Presidents located throughout the U.S. Regional Vice Presidents have overall responsibility for providing strategic management and sales leadership to our Business Development Managers to identify and prioritize regional sales activities and ensure The HON Company has a thorough understanding of the marketplace. Our Regional Vice Presidents also supervise all of the programs, sales initiatives, and training with our dealer organization.

Vice President of State and Local Sales – The Vice President of State and Local Sales is solely focused on the State and Local segment of our business. This individual develops and implements a strategic sales approach for State, Local, and Cooperative contracts; provides guidance to our Regional Development Vice Presidents, Business Development Managers, and dealer organization; and builds strong relationships with Cooperative members and State and local procurement officials.

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.

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

HON Corporate Headquarters
200 Oak Street
Muscatine, IA 52761
Toll-Free Number: 800-466-8694
Fax Number: 800-833-3902
E-mail:
hongsateam@honcompany.com

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

The HON Company also has a network of approximately 400 TCPN dealer locations throughout the United States who will be trained on the TCPN contract and ready to service the needs of our TCPN customers. Attached we have provided a listing of our nationwide network of TCPN dealers.

Not only will our nationwide network of TCPN dealers be trained on the TCPN contract, they will also be equipped with access to additional HON resources that enable them to quickly and accurately respond to requests from TCPN customers. Below is a listing of our service teams available to our dealers:

Integrated Design Services (IDS) – Our Integrated Design Service team provides the following design services to our dealers: planning, specification, audit, value engineering, rendering, and space planning. Response time is typically within 2-3 business days depending on the complexity and size of the project. Specifications completed by our IDS team are 100% guaranteed.

Tailored Solutions – In order to meet design or specification requirements customers often require modifications to our products, such as special finishes, paint, laminates, or structural modifications. The Tailored Solutions team manages modification requests to ensure proposed modifications meet our customer's unique requirements. In addition, this team also facilitates the Customer's Own Material (COM) program, making the request to specify fabrics outside of HON's standard fabric offering on HON products a simple and hassle-free process.

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.

Alabama – 15
Arizona – 3
Arkansas – 5
California – 25
Colorado – 10
Connecticut – 8
DC – 9
Florida – 12
Georgia – 13
Hawaii – 1
Idaho – 3
Illinois – 25
Indiana – 18
Iowa – 9
Kansas – 3
Kentucky – 9
Louisiana – 2
Maine – 1
Maryland – 11
Michigan – 13
Mississippi – 1
Missouri - 10
Montana – 1
Nebraska – 2
Nevada – 1
New Hampshire – 1
New Jersey – 9
New Mexico – 4
New York – 20
North Carolina – 15
North Dakota – 2
Ohio – 9
Oklahoma – 6
Pennsylvania – 3
Rhode Island – 3
South Carolina – 6
South Dakota – 1
Tennessee – 14
Texas – 46
Utah – 1
Vermont – 1
Virginia – 19
Washington – 4
West Virginia – 3
Wyoming – 1

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

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

- **Smart Quote -** Smart Quote is our online pricing tool made available to dealers. Smart Quote provides exact net pricing for eligible TCPN products, based upon order size, discounts, and list prices approved on the TCPN contract. Smart Quote allows dealers the ability to create quick and accurate price quotes for TCPN customers. The Smart Quote tool ensures our dealers can provide agencies with accurate contract pricing and reduces the need for agencies to issue pricing modifications.

- **Contract Summary Document** - Our contract summary document provides our dealers with an overview of the TCPN pricing and terms and conditions requirements, including: how to sign up eligible TCPN customers, products approved under our TCPN contract,: List Pricer in effect, pricing for approved services, product discounts, and ordering instructions.

- **TCPN Catalog** - Our TCPN marketing catalog showcases our approved products at TCPN net pricing. We offer this catalog to our dealers and TCPN customers as a printed catalog or in an electronic format. TCPN customers can also utilize this catalog to confirm TCPN net pricing.

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

   The HON Company will create a product catalog that showcases eligible TCPN products at TCPN net prices. We will partner with TCPN to include information about TCPN and ensure the catalog serves the needs of our mutual customers. TCPN catalogs are available to dealers and TCPN eligible customers in a printed version or electronic format. This catalog is a key marketing tool under our current TCPN contract. In early 2014, The HON Company partnered with TCPN to create our 2014 catalog that not only showcased our products, but provided our contract discounts, information about TCPN, and where customers can sign-up to become an eligible TCPN member. The HON Company printed over 8,000 catalogs that were provided to our nationwide network of TCPN dealers and eligible TCPN members.

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

    The HON Company's manufacturing facilities are strategically located throughout the United States. Our production, national distribution and logistics network supports hundreds of truckloads daily, seven days a week. We have experience coordinating major projects as well as delivering a single piece of furniture.

    The HON Company markets and distributes our furniture and products through a nationwide network of loyal distribution partners. The HON Company has been proud to service the TCPN contract since our award in 2011. Over that time, we have provided best-in-class training to approximately 400 of our nationwide network of TCPN dealers. These dealers are located in various markets to maximize sales development and support. The HON Company employs a robust evaluation process that must be met for a dealer to gain access to HON's TCPN contract and serve as a TCPN dealer. The criterion includes dedicated and appropriate sales coverage and necessary support and distribution infrastructure (i.e. design, project management, order entry, delivery) that will meet and exceed our customer's standards.

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

    The HON Company is known in the marketplace for its trusted performance. Our distribution network is structured to achieve the most reliable delivery experience in the industry. We produce and deliver made-to-order products with industry-leading production lead times. Our TCPN customers can expect shipment of their furniture within 30 days following receipt of a complete and accurate order.

    The HON Company's customer-focused lead times encompass our broad product offering and are a clear differentiator between HON and our competitors. This is possible due to HON's scale and expertise in supply chain logistics, manufacturing capacity, nationwide distribution and nationwide network of TCPN dealers. HON's nationwide network of TCPN dealers will work directly with the TCPN customer to establish an installation plan and schedule.

    In addition, The HON Company will, at no additional cost, assign a dedicated Project Coordinator to assist TCPN Dealers on large or complex orders. The Project Coordinator

will work in conjunction with the TCPN Dealer and TCPN Customer to review and ensure order documents are complete and accurate, develop an acceptable project schedule and continuously monitor and maintain adherence to milestones and requirements. The Project Coordinator will be assigned to the project at the time of award and until the completion of all items related to the successful completion of the installation.

When a TCPN customer requires their products in an expedited manner, our trained nationwide network of dealers are prepared to assist. In the case of an urgent situation, we make our best effort to meet the required dates of our customers within our standard lead times for the products being rush ordered. An expedited order that is requesting a delivery date earlier than our standard lead times will incur a 3.5% list up-charge, this up-charge is non-discountable.

If the emergency or rush delivery is a result of a Dealer error or The HON Company's error such as shortage, damage, etc., The HON Company will make every effort to expedite the product at no cost to the Customer.

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

    HON's experienced nationwide network of dealers work closely with customers to ensure product needs are clearly identified and that product selections meet these needs. Therefore, the need to return is typically minimal; however, HON reserves the right to approve all returns.

    In the event a return is being considered, HON's nationwide network of TCPN dealers assists the customer in addressing their needs and making the return process as efficient as possible. While most HON products are made-to-order, restocking can be costly and is not usually viable. Returns for products that are not made-to-order and are not a warranty claim follow our standard return policy. Returns for made-to-order products that are not a warranty claim, if approved, may be subject to a return fee of up to 45% of the invoiced amount plus the cost of return freight.

    Upon receipt of necessary information regarding the return, HON will issue a return authorization to the customer outlining items to be returned and where these items will need to be shipped. All returns must be made within 30 days after the return authorization is issued. Merchandise must be returned in original shipping cartons with proper inner packing and is subject to inspection before acceptance. Once the item has been accepted, a credit is issued immediately to the customer.

    For warranty claims, please refer to HON's Lifetime Warranty included in this section of our response.

13. State the process for returning damaged goods.

    The HON Company stands behind our products and carefully inspects all of our products before they are shipped to customers. Our products are all carefully packaged in sturdy packaging materials that meet all transportation requirements. Our preferred transportation mode is full truckloads or multi-stop full trucks as this is the most damage free mode available. We work hard to minimize less-than-truckload (LTL) loads and shipping methods to further protect our customer's products.

If a TCPN authorized user receives a product that has been damaged, the Authorized User can contact the HON Government customer support team or the Dealer to assist in obtaining the appropriate information needed to return or replace the items.

After a receipt of a claim has been issued, The HON Company will either issue a credit or expedite a product replacement at no cost to the Authorized User. The HON Company will issue an order acknowledgement for replacement items and will work with the Dealer to expedite the replacement process making it as easy and convenient as possible for the Authorized User.

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

       Scott Albin, Vice President State & Local Sales
       AlbinS@honcompany.com
       C: 563-299-1427

       Scott Albin has been a member of The HON Company, North America's leading commercial furniture manufacturer, for 25 years and his approach to driving profits for his clients involves developing solid relationships with company leaders and delivering customized, effective solutions. As the Vice President of State and Local Government Sales, Scott is responsible for identifying, developing and achieving aggressive, profitable sales growth in the state and local government segment. Scott is closely engaged with TCPN leadership in the development of sales strategies to expand and market the TCPN contract for incremental revenue growth. Prior to his current role, Scott has also held the positions of Regional Vice President, and Vice President of National Accounts at The HON Company.

    b. Sales Support

       Angie McKiddy, Contract Manager
       McKiddyA@honcompany.com
       P: 563.272.3932

       Angie McKiddy has been a member of The HON Company, North America's leading commercial furniture manufacturer, for 4 years. As the Contract Manager, she is responsible for managing contractual agreements, including compliance, marketing of the contract, and sales support. Prior to her current role, Angie held the position of Government Response RFQ/Proposal Manager at The HON Company. Angie holds a MBA from St. Ambrose University, Davenport, IA.

    c. Marketing

       Caitlin Grady, Channel Marketing Manager – Vertical Markets
       GradyCa@honcompany.com
       C: 563.299.8214
       P: 563.272.7186

       Caitlin Grady has been a member of the HNI Corporation for over 5 years and has served in numerous marketing roles. Caitlin is The HON Company's dedicated

Government marketing resource in support of the TCPN contract. Working with the marketing and leadership teams at TCPN to understand customer's needs, Caitlin was instrumental in the development of the 88 page co-branded HON/TCPN catalog. This catalog, which highlights a wide breadth of HON solutions for TCPN members, has served as a catalyst for the significant growth The HON Company has experienced with TCPN. Caitlin has also been an integral part of our trade show team and has worked with TCPN on our many joint marketing initiatives such as our most recent nationwide e-communications. Caitlin holds a Bachelors of Science in Marketing from the State University of New York at Oswego.

d. Financial Reporting

Jeff Cunningham, Financial Analyst
CunninghamJ@hnicorp.com
P: 563.272.4405

Jeff Cunningham has been a member of The HON Company, a leading office furniture manufacturer, for 8 years and is responsible for company wide sales reporting and systems management. Prior to his current role, Jeff has held the position of Risk Analyst at HNI Corporation.

e. Executive Support

Maxine Gordon-Williams, Vice President Government Sales
GordonM@honcompany.com
C: 202.320.3768

Maxine Gordon-Williams has been a member of The HON Company for 13 years serving in a number of roles focused on business development, strategic account management and sales leadership. Maxine's customer-centric philosophy and problem solving skills will ensure that all aspects of the TCPN contract lead to breakthrough sales growth for TCPN, HON and our TCPN Dealer partners. As Vice President of Government Sales, Maxine will lead and motivate the HON TCPN team to execute our mutual goals and exceed expectations while maximizing economic performance. Prior to this role, Maxine held the roles of Director of Federal Sales, Strategic Account Manager, Vertical Markets and Government Business Development Manager at The HON Company.

15. Define your standard terms of payment. Our payment terms are Net 30 Days.

16. Who is your competition in the marketplace?

As a leading office furniture manufacturer, The HON Company's product portfolio spans a wide array of furniture applications in the market, from classroom furniture to office environments to archival storage. This product breadth provides our customers a single point of access to the most robust selection of chairs, desks, storage, tables, workstations and education furniture backed by an unprecedented nationwide distribution network. We pride ourselves on being able to set ourselves apart from our competition by providing our customers the best possible experience when they work with us.

The HON Company manufactures and sells mid-market commercial grade office furniture in the commercial supplies and commercial contract segments. In the commercial supplies segment, our key competitors include private label manufactures, Global's Offices-To-Go brand, and several others. In the commercial contract segment, our key competitors include broad-line manufactures similar to Global as well as focused niche manufactures including SitOnIt and AIS.

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

The HON Company is a wholly-owned subsidiary of 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 -	2012 -	2011 -
$2,059,964,000	$2,004,003,000	$1,833,450,000

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

The HON Company is a wholly-owned subsidiary of 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?

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

Through our Voice of the Customer process, we listen to our customers and produce the workplace solutions that they need to be successful. Responding to customers this way is the difference between being a fast follower and addressing unmet needs in the market. With one of the industry's leading product development cycles, we innovate quickly and build what our customers want at a price they can afford. Backed by our nationwide distribution network we are able to get products from concept to market at a rate that allows us to drive market share in both large and small office furniture opportunities.
At HON, your success is our success. We are committed to the role that TCPN plays in our market share strategies. Over the past few years, we have worked closely with TCPN to understand and leverage the strengths of our two organizations. This collaboration has reached new heights as TCPN became the only public sector contract HON holds that is available in all 50 states.

The HON Company will work to build new relationships for the mutual benefit of TCPN and HON. We intend to use both our nationwide network of TCPN Dealers as well as our nationwide team of Sales Representatives to aggressively market the TCPN contract. Our Sales team, dedicated Government Customer Support team and our Dealers will be readily available to TCPN Members to assist in product selection and Member education on the benefits of HON products.

We believe that multiple stakeholders within HON dealerships play an important role in promoting the HON brand with TCPN Members. These dealer partners are a mix of owners, sales management and dealer sales representatives. As such we understand the importance in making sure that the dealer margins we offer are viewed as attractive and profitable among various influencers. Our strategy to continue the aggressive growth that we have seen with TCPN contract includes increasing our dealer programs, which will become effective with the award of the new contract. We believe this increase will make the TCPN highly competitive for our dealers and is a necessary step to incentivize our dealers to aggressively promote HON over competing brands or contracts.

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

20. What differentiates your company from competitors?

The HON Company is a trusted leader and the most recognized name in the office furniture industry. Our name is synonymous with quality, reliability and value. The power of HON is built from trusted relationships, solutions, performance, and culture. We leverage our relentless focus on Rapid Continuous Improvement to lead the industry in full-line product offerings, competitive pricing, environmental initiatives, operating efficiencies, global distribution, and unrivaled customer support through our dealer network.

Our company's financial structure provides us the foundation to be able to invest and grow as the economy and industry fluctuate. The industry's largest furniture sellers Staples, Office Depot, United Stationers and SP Richards continually validate our position and look to us as their furniture leader.

Those elements allow us to differentiate ourselves from our competitors through our core brand pillars and with products that meet real-world needs, flawless execution, dedicated member culture and commitment to our partners. Our competitors are smaller in size and name brand recognition, develop less-than full-line products, offer limited solutions and tend to have restricted distribution and dealer networks. We believe our history with TCPN supports our position as an industry leader in furniture.

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

The HON Company has extensive capabilities and experience integrating our online catalog/website into end user purchasing processes. This includes full integration with all major eProcurement systems and online marketplaces, where we support both hosted catalogs and customized punch-out sites. Our integration supports both Level 1 and Level 2 search. The HON punch-out sites are unique in that we provide a fully featured

"consumer-level" shopping experience for the end-buyer for both individual SKU's and "bundled" office solutions.

For more complex furniture needs and questions, our public facing website facilitates direct access to our local dealer partners, who can then work with the buyer on a customized office solution. Our customized quote process is fully integrated into the buyer's procurement flow.

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

To better serve our TCPN customers, we've also created a printed and digital catalog that highlights products that work for our government, public sector and non-profit customers. The online catalog is available in a flip-book technology that allows users to search for keywords, crop any pages or images, save as a PDF or e-mail specific sections to a colleague or customer.

We are also excited to offer our customers our new "Chair Chooser" tool to help them select the HON chair that best fits their needs. This innovative new online tool guides customers to identify their needs such as budget and time spent in chair. The tool will select the best HON seating solution according to the customer's input.

Our innovative Chair Chooser tool is located on hon.com where you will find additional tools such as contract information, product information, imagery and much more. We also have a page dedicated to our TCPN customers where they can go to find contract information and a TCPN dealer closest to them.

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

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

Our dedicated Government Customer Support team is located at HON headquarters in Muscatine, Iowa. The hours of operation are 8 a.m. – 5 p.m. CST, Monday-Friday. The team is available at 800.466.8694 or e-mail HONGSATeam@honcompany.com. Our general customer service line is also available from 7 a.m. – 6 p.m. Monday through Friday CST.

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

All HON Customer Support members complete a rigorous training program that includes product knowledge, order management processes, warranty and support programs, as well as contract ordering terms. The Government Service team members typically have more years of experience with HON and also receive additional targeted training.

HON's Customer Support team is backed by a cross-functional team who plans and monitors daily execution to order commitments. Below are descriptions of these teams and an overview of their roles within the Customer Support Department.

Dealer Solutions Team

Managers
Assure high level of e-mail/call quality to ensure positive customer experience, direct daily responsibilities of commercial team members, execute philosophy of being easy to do business with (ETDBW), identify and implement strategic initiatives department-wide, assess and build knowledge management resources, assist in providing solutions to escalated concerns, and develop inter-departmental talent.

Team Leaders
Provide front line of support for commercial team members, ensure the efficacy of each regional team, assist in providing solutions to escalated concerns, and maintain individualized communication with each member to ensure continued member development.

Business Relations Specialists
Identify win-win solutions to customer concerns, facilitate order changes and status requests, coordinate warranty solutions (finished goods and parts requests), provide technical assistance of products, advise on terms and conditions, and supply tracking and delivery information.

Commercial Project Coordinators
Manage commercial project orders by facilitating truckloads, delivery, and shipment methods, serves as one point of contact throughout entire ordering process from Order Entry through Punch List, and ensures successful project completion.

Order Entry Members
Enter commercial, wholesale, and transactional orders, administer non-government contract terms, promote clean orders, oversee order flow of EDI orders, and provide bad line management.

Customer Support Trainers
Train, develop, and educate team members on product and processes, assure high level of e-mail/phone quality to ensure positive customer experience, maintain information flow across teams to allow for cross-functional engagement, support performance improvement initiatives, and continually improve knowledge management resources and training principles.

Specialty Customer Solutions Teams

Dealer Services Groups (DSG Analysts)
Manage My Projects application inquiries, provide technical assistance on Tailored Solutions, bids, or specification services applications, analyze data for process improvements, and serve as Subject Matter Expert for department.

Tailored Solutions
Manage Customer Own Materials and product modification requests, provide technical assistance on Tailored Solutions application (via My Projects), identify and weigh business case for requests, serve as customer advocate to meet customer needs, serve as Subject Matter Experts for department, and facilitate ordering of special models.

Product Solutions Specialists
Provide in-depth technical product and part assistance (systems, storage, seating, etc), serve as Subject Matter Experts for department, and continually improve knowledge management resources regarding Products.

IDS
Provide design services including Rendering, Auditing, Space Planning, Value Engineering, and Planning and Specification, assist and troubleshoot for CAP/GIZA/20-20 Worksheet regarding HON products, manage submitted specification projects, and serve as Subject Matter Experts for department.

Government Solutions Team

Managers
Oversee government and order entry teams, assure high level of e-mail/call quality to ensure positive customer experience, execute philosophy of being easy to do business with (ETDBW), identify and implement strategic initiatives department-wide, assist in providing solutions to escalated concerns, and maintain government knowledge and relations.

Government Solutions Specialists
Identify win-win solutions to customer concerns , administer government contract terms, coordinate warranty requests, provide technical assistance of products, facilitate order changes, advise on terms and conditions, serve as Subject Matter Experts for department, and supply tracking and delivery information.

Government Project Coordinators
Manage government project orders by facilitating truckloads, delivery, and shipment methods, serves as one point of contact throughout entire ordering process from Order Entry through Punch list, support specialty government processes (Teaming, FAR 51, etc), ensure successful project completion.

Government Order Entry Members
Enter government orders, administer government contract terms, maintain supportive government documentation, promote clean orders and accurate pricing, and provide bad line management.

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

Authorized Dealer Installation Training:

The HON Company has many processes in place to ensure that all of our products are installed and perform to the quality expected. The process begins with training our TCPN dealers and installers on HON product installation. Through our HON University training program, we offer online training courses and information that can be accessed 24/7. In

addition, we offer on-line installation videos for many of our products which walk through the installation process. All shipped HON products include easy-to-understand installation instructions to assist our dealer's installation teams.

HON has a team of field service technicians who are available to assist our dealers and their installation teams on large scale projects. They are highly trained and will assist installation teams with on-site-training, installation oversight, and inspections to ensure the highest quality installation for our TCPN customers. HON Field Service Technicians, Product Managers and Product Engineers train third-party installation companies when new products are launched and on an as-needed basis to support installation projects around the world. These training sessions allow us to also capture suggestions for product design improvements.

Production Member Training and Production Quality Management System:

HON has certified trainers who utilize standard work and defined training processes to instruct our in-house production members on how to properly manufacture our product. Records of all training and member certifications are maintained and audited periodically. Member's knowledge of production processes are tested prior to certification. The effectiveness of our training programs are measured via Layered Process Audits after members certification. Layered Process Audits are performed every day on all production shifts to ensure that standard work is performed correctly, and to also create a feedback loop that allows us to identify and correct weaknesses in standard work design and/or training.

Member training processes are just one element of our integrated Quality Management System (QMS). The QMS is an integrated system of processes and controls which define key activities, controls that ensure processes are executing as designed and identify and correct weaknesses and shortfalls. The overall design of the system follows the ISO model and incorporates an industry standard approach to the management and improvement of product and service quality.

Where external industry standards exist (ISO, AIAG, etc.), our QMS processes are designed to comply with those standards. Specific elements of our QMS include:

Quality Processes

- Control of Documents and Records
- Corrective and Preventative Action (CA/PA)
- Advanced Product Quality Planning (APQP)
- Production Part Approval Process (PPAP)
- Failure Mode Effects Analysis (FMEA)
- Statistical Process Control (SPC)
- Measurement Systems Analysis (MSA)

Product Engineering Processes

- New Product Introduction
    - Tollgate Process
    - Manufacturing Pilot Process
- Product Testing
    - ANSI/BIFMA

    - Torture Testing
    - Surveillance Testing
- Change Management
    - Drawing and Revision Control
    - Temporary Deviation (Engineering and Processes)
    - Engineering Change Review
- Underwriters Labs Certifications and Audits

Process Controls

- Layered Process Audit
- Process Capability
- Statistical Process Control
- First Time Yield
- Change Management

Management Controls

- Management Review
- Internal Audit
    - Finished Goods Audit
    - QMS Audits
- Layered Process Audits

QMS Metrics

Our QMS uses metrics to gauge the overall health of the system and track progress toward goals. Metrics are deployed throughout each level of the organization all the way down to production cell members. These metrics are designed to capture performance at each level and are reviewed monthly, weekly, and daily in structured review and problem-solving processes.

Metrics fall into two major groups:

- External Trailing Indicators
    - Customer Complaint Rate
    - Customer Satisfaction
    - Defect Rate
    - Warranty Rate

- Internal Leading Indicators
    - “Close to home metrics”
    - Supplier Quality
    - First Time Yield
    - Scrap Rate
    - Cost of Quality
    - Process Capability Indexes
    - Audit Scores
    - Project Tracking

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

All HON products are backed by the industry-leading HON Full Lifetime Warranty. The HON Full Lifetime Warranty is our assurance to you that all HON branded products will be free from defective material or workmanship for the life of the product. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON will replace any product that can't be repaired with comparable product, or refund the purchase price. The complete terms of the warranty are available at hon.com/warranty for easy customer reference.

OUR HON FULL LIFETIME WARRANTY

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

In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON promises to repair it. If we are unable to repair it, we will replace it with comparable product or, if you prefer, we will refund your purchase price.

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

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

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

HON'S FULL 12-YEAR WARRANTY

- Electrical components (lamps and ballasts are not covered)
- Seating ilira®-stretch
- Laminate surfaces
- Seating controls
- Signal seating upholstery fabric
- Accessories
- Wood seating
- Veneer surfaces

HON'S FULL 5-YEAR WARRANTY

- Panel and seating textiles

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

IS ANYTHING NOT COVERED?

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

- All basyx® by HON products (these products are covered under a separate basyx® by HON warranty).
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of a user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which is to be expected over the course of ownership.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

WARRANTY REQUESTS OR QUESTIONS?

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

HON also features our basyx® by HON brand. basyx® by HON products deliver a professional look on a budget. These products are reasonably priced and styled for the needs of the contemporary office and backed by the reliability and reputation of The HON Company. All basyx® by HON products are covered under a separate warranty as follows:

basyx by HON® LIMITED 5-YEAR WARRANTY

The HON Company promises to repair or replace any basyx by HON product or component that is found to be defective in material or workmanship within five (5) years from the date of original purchase so long as you, the original purchaser, still owns it. This is your sole and exclusive remedy. This warranty is subject to the provisions below. It applies to product manufactured after January 1, 2013.

Limitations:

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

Exclusions:

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

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

Seating Usage

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

A word about color variations, fabrics and finishes:
The HON Company does not warrant the color-fastness or matching of colors, grains, or textures of covering materials.

Customer's Own Material (COM)
Not available on basyx by HON product.

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

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

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

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

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

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

The HON Company is a wholly owned subsidiary of the HNI Corporation which is a Fortune 1,000 company. The Corporation is involved in various kinds of disputes and legal proceedings that have arisen in the ordinary course of its business, including pending litigation, environmental remediation, taxes and other claims. It is the Corporation's opinion, after consultation with legal counsel, that liabilities, if any, resulting from these matters are not expected to have a material adverse effect on the Corporation's financial

condition, although such matters could have a material effect on the Corporation's quarterly or annual operating results and cash flows when resolved in a future period.

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

The HON Company is a market leader in providing office and school furniture to the public sector. We place great value in our relationship with TCPN and look forward to implementing the following marketing and sales strategies upon award:

a. Within 30 days of the award, The HON Company will partner with TCPN to create and launch a co-branded press release announcing the new contract award.
b. The HON Company is very active and has a strong presence on social media. Our social media managers will announce the award through applicable social media sites.
    - Below are our current followers on each of our social media sites:
        - Facebook: 15,309 likes
        - Twitter: 9,106 followers
        - Pinterest: 1,863 followers
        - Instagram: 634 followers
        - Wordpress Forward Blog: 204 followers
        - LinkedIn: 5,496 followers
        - YouTube: 357 subscribers
        - Google+: 321 followers
c. We have had tremendous success with the co-branded collateral materials we offer. In 2014, we saw success with co-branded e-mail campaigns in New York, Texas, California, Alabama, Colorado, Maryland, and Virginia. Through these e-mails, we've seen a 15.29% open rate, a 2.33% click-through rate and an unsubscribe rate of 1.12%. In total, these e-mails have been delivered to 21,827 TCPN customers with an 89% delivery rate. To augment these co-branded e-mail campaigns, HON has implemented telephone sales campaigns using our internal Solutions Account Group. We plan to increase these efforts in 2015.
d. Within 90 days of award, The HON Company will produce a new and expanded version of the HON TCPN catalog which has been a catalyst for the strong growth we have experienced over the past several years. In 2014 we printed 8,000 copies of the TCPN

catalog and plan to increase this number to over 10,000 catalogs in 2015. We have included a copy of the 2014 catalog as part of our submission.

e. The HON Company will include our TCPN contract in any pertinent advertising in regional or national publications.
f. The HON Company will participate in trade shows and position our booth as part of the TCPN "street" as often as possible. In question 22 within the Marketing/sales section of Appendix F, we go into further detail regarding our trade show initiatives. In partnership with the TCPN Regional Program Managers, HON will participate in the TCPN Summit meetings as well as events at HON Resource Centers. The TCPN Summit meetings allow HON to network with other vendors and potential customers.
g. We will update our dedicated page on TCPN/Region 4 ESC website. We have already engaged in strategic conversations with TCPN pertaining to the best way to enhance our web presence and include the most valuable information to TCPN customers on our current TCPN contract page.

The HON Company will train, develop, and utilize our nationwide network of HON dealers as one of our primary avenues for promoting the new TCPN contract. Many dealerships already have established relationships with agencies and are eager to introduce our new TCPN contract.

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

- Annual sales volume commitment for the TCPN contract
- Organization commitment outlining the number of sales representatives the dealership will have accountable for their TCPN sales goal
- Identify target TCPN Members for business development planning
- Commitments outlining specific marketing initiatives that each dealership will commit to use in order to engage TCPN Members, including:
  - E-mail campaigns
  - Special events – (open houses, showroom events, customer appreciation events, etc.)
  - TCPN catalog distribution plans
  - Product presentations

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

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

With The HON Company's comprehensive product offering and services, and our nationwide distribution partners, plus the ease and purchasing power of TCPN, the partnership between HON and TCPN offers unmatched value and strength.

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

One of the primary ways we plan to promote the contract is through our nationwide network of HON dealers. We train our dealers on the many features and benefits of the TCPN contract and how best to promote the contract with TCPN Members.

Along with training our dealers, we also provide them with the resources and tools to be successful. One of the main marketing resources we provide our dealers is the HON TCPN catalog. This 88-page catalog highlights the benefits of the TCPN contract and showcases the breadth of products we offer TCPN Members. Within the catalog, we provide inspirational images along with TCPN Member net pricing. We also maintain a page on hon.com that is dedicated to our TCPN Members and outlines where they can find contract information and a TCPN dealer closest to them.

The TCPN catalog is the only net priced catalog that HON produces besides HON's GSA catalog. This marketing investment by HON demonstrates the importance of this contract to our market share plans with TCPN.

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

The HON Company has listened to the needs of our government customers and has responded by providing contracts that offer a complete solution of inspired products with compelling pricing.

HON is proud to offer many of our current government customers the opportunity to purchase from the TCPN contract. In many states, it is the only contract option available.

By positioning TCPN as our premier contract, we're able to offer our government, public sector and non-profit customers the best contract solution to help them meet the procurement goals of their respective agencies.

We market the TCPN contract to our existing government customers through multiple avenues, to include in person meetings, telemarketing campaigns and printed and electronic mailings.

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

- Within 2 days from the date of award:
  - We will notify our leadership and Sales team about the details of the contract award.
  - We will support approved contract pricing and products within our ordering systems.
  - Smart Quote, our online pricing tool for our TCPN dealers, will be available for dealers to access the new contract pricing and eligible products.

    - Our contract summary document which outlines contract pricing, terms and conditions, products, etc. will be uploaded to our internal site for Business Development Managers to distribute to our nationwide network of TCPN dealers.
    - We will create a marketing eCommunication that will be sent to all authorized dealers under the new TCPN contract; this marketing eCommunication will outline the effective date of the contract, Smart Quote information, and other important contract information.
- Within one week from the date of award:
    - We will establish a dedicated TCPN webpage on hon.com.
    - We will hold meetings with our Sales team to review the pricing, product, and key requirements of the contract.
    - We will hold meetings with our Government Customer Support team to review the pricing, product, and key requirements of the contract.
- Within one to two weeks from the date of award:
    - Our Sales team will begin training our nationwide network of TCPN dealers on the pricing, product, and key requirements of the contract.

21. Describe how you intend on train your national sales force on the Region 4 ESC agreements.

    The HON Company has held the TCPN contract for the past five years. During that time, we have developed a strong training program to educate our sales organization on selling the TCPN contract. The HON Company will continue to utilize multiple training touch points to educate our sales force on the Region 4 ESC agreement, key strategies, benefits and effective use of the available sales tools. These touch points include, but are not limited to, our annual national sales meeting, quarterly marketing communication guides, and monthly sales/marketing webinars.

    Within our sales organization, we have a highly skilled field sales force that is well versed on all our contracts. These Business Development Managers (BDMs) will be responsible for growing sales under the TCPN contract. Team members are trained to be the experts in contract benefits, eligible products, and needs of TCPN members. These individuals are based across the U.S. and in the markets they serve.

    Additionally, we have a dedicated resource in Scott Albin who, as VP of State and Local Sales, will serve as the primary HON contact for all aspects of the TCPN contract. Scott will lead the development of the training content in conjunction with our marketing and sales training groups.

22. Provide a list of industry trade shows/conferences your company annually attends.
    The HON Company strives for satisfactory representation at annual industry trade shows and conferences across the United States. Please see the following list for events recently attended by The HON Company.
    - TCPN Summits
    - NeoCon
    - National Institute of Government Purchasing (NIGP)
    - California Association of Public Procurement Officials (CAPPO)
    - National Association of State Procurement Officials (NASPO)
    - EDspaces

HON attends over 90 shows throughout the year. These shows are targeted at different market segments and are part of our brand building program. Many of these shows are supported by our local dealers who utilize HON marketing funds and some reach local public sector customers.

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.

The HON Company gives permission to region 4 ESC and TCPN to use our logo and will provide both our logo and brand guidelines as requested. Along with providing our logo to support marketing communications and promotions, HON also has a dedicated Channel Marketing Manager who works directly with TCPN's marketing leadership on communications and promotions. Your dedicated HON marketing resource serves as a direct contact for marketing leadership to contact and strategically plan promotions and initiatives that benefit the TCPN contract. Over the past 12 months, the relationship between TCPN and HON's Marketing team has led to successful projects such as e-communications, flyers, and coordinated tradeshow activities.

The primary theme for the co-branded marketing efforts in 2014 has been "Moving Forward Together". The key message in these marketing pieces is that HON is: one call, one vendor, and one purchase order. That's what HON and TCPN deliver together. As a leading designer and manufacturer of workplace furniture for the government, public sector and non-profits, HON provides a comprehensive, integrated product offering that satisfies the customer's total workplace environment. These high quality workstations, seating and storage at lower prices are all backed by the strongest warranty in the industry. By utilizing the TCPN contract, customers can leverage the combined purchasing power of over 37,000 government agencies and save at least 50% on every order. The Cooperative Purchasing Network (TCPN) has led to lower prices and greater options, as well as additional monitoring, auditing, and regularly scheduled reviews to ensure vendor accountability. The partnership between HON and TCPN offers unmatched value when purchasing office furniture. Save time. Reduce costs. Minimize hassles.

HON® TCPN® The Cooperative Purchasing Network

Moving Forward Together

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

$32,145,000 in year one

$40,465,000 in year two

$46,710,000 in year three

HON®

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).

State, local, and other types of contracts held directly by HON include cooperative language within the contract. After award, additional information may be provided upon request. The HON Company is proud to offer the TCPN contract as our leading nationwide public sector Cooperative Purchasing Program. Since HON was awarded the TCPN contract in April 2010, we have seen significant growth every year. In 2014, TCPN became HON's only nationwide public sector cooperative contract that is offered in all 50 states.

Our internal contract team is ready to act as soon as we are awarded a contract with TCPN. Our contract team is responsible for ensuring that we have internal support including reporting compliance, training documents and internal pricing support.

25. Describe the capacity of your company to report monthly sales through this agreement.

The HON Company Finance team manages the sales reporting process and has the ability to report the required fields per the TCPN contract on a monthly basis. The contractual reporting information is collected from our order database that is exported to Microsoft Excel and then reconciled. The HON Company Finance team then populates the monthly TCPN template and communicates to the appropriate TCPN contract.

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.

Upon request, The HON Company can provide an overview of eligible agency purchases, copies of invoices, and account statements. We can provide this information via mail, e-mail, or fax.

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.

Currently, many state legislatures are changing requirements and often are complicating processes for contractors or contract users. Due to these changes, contracts are often slow to respond to new product additions and catalogs and price books quickly become out-dated. This has created a significant opportunity in the market for TCPN, who provides a more responsive process. During the life of this contract, if new requirements are necessary, we encourage TCPN to work with major contractors on how best to expedite the change and ease the impact on customers and contractors.

At HON, our growth relies on business simplification, Rapid Continuous Improvement, and innovation in everything we do. In 1992, Rapid Continuous Improvement (RCI) was introduced into our many business functions. RCI empowers us to develop more efficient processes and eliminate waste. This core value has attributed to The HON Company's ability to increase productivity, improve product quality and enhance workplace safety.

Not only do we use RCI methods to improve processes for The HON Company, but we also work with our business partners to fully understand their business practices and find the most efficient ways to integrate and improve their operations.

The HON Company has extensive capabilities and experience integrating our online catalog and website with end users purchasing processes. This includes full integration with all major eProcurement systems and online marketplaces, where we support both hosted catalogs and customized punch-out sites. Our integration supports both Level 1 and Level 2 search. The HON punch-out sites are unique in that we provide a fully featured "consumer-level" shopping experience for the end-buyer for both individual SKU's and bundled office solutions. The HON Company would suggest a more aggressive partnering with TCPN and ESM on eProcurement opportunities.

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.

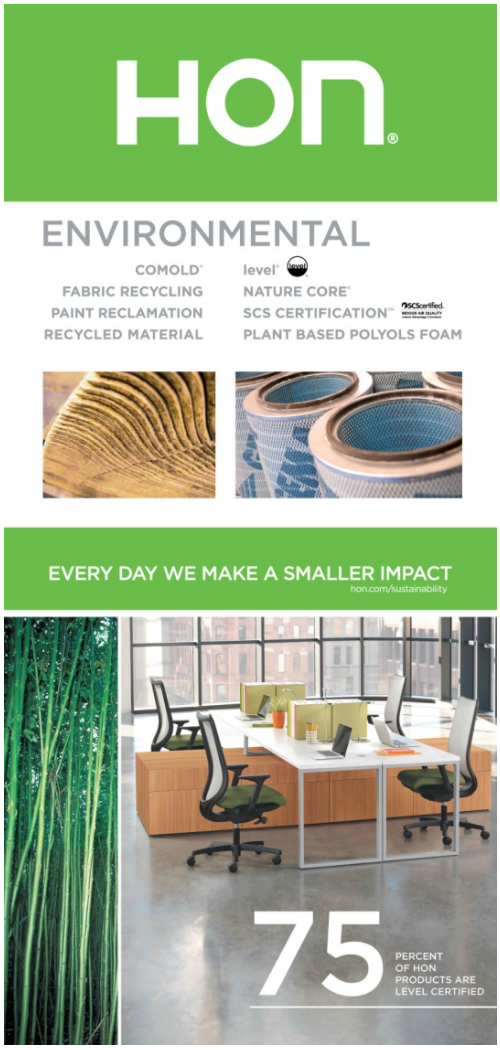
28. Please provide your company's environmental policy and/or green initiative.

The HON Company is a wholly owned subsidiary of the HNI Corporation. The HNI Corporation is dedicated to ensuring all of its subsidiaries comply with environmental regulations, using energy efficiently, and following practices necessary to protect the environment.

In 1992, HNI's Environment and Safety Management System (ESMS) was implemented to ensure that all of HNI's operating companies, including HON, were considering environmental impacts any time they changed a material or process. Key aspects of the 1992 policy include:

- Minimizing and eliminating any releases to the atmosphere, land, or water, in amounts that may harm human health and the environment.
- Minimizing and eliminating the creation of waste, especially hazardous waste, and disposing of all wastes through safe and responsible methods.
- Recycling materials and purchasing recycled materials for use in our business.
- Using environmentally safe and sustainable energy sources to meet needs.
- Investing in improved energy efficiency and conservation in operations.
- Selling products that are safe when used as designed.
- Meeting and exceeding all legal requirements and implementing programs and procedures to ensure compliance.

The ESMS uses the ISO 14001 “plan, do, check, act” model and a well- organized system that builds on our culture of rapid continuous improvement. We integrate safety and environmental management into mainstream manufacturing (which 14001 does not do), believing that all systems work better when they are tightly integrated across the company’s business structure.



In 2005, HNI began a leadership role in the development of an office furniture sustainability standard with the Business and Institutional Manufacturers Association (BIFMA) in order to drive the office furniture industry toward sustainability and decrease “greenwashing”. The ANSI/BIFMA e3 Furniture Sustainability Standard was developed as a transparent, multi-stakeholder process with a third party certification called level®. HNI companies (Allsteel, Gunlocke, and HON) were three of the first five companies to achieve certification for meeting these standards.

HNI’s Enterprise Sustainability Policy, launched in 2008, links policies and procedures on environment, energy, product design, manufacturing performance, business ethics, environmental marketing claims, worker safety, and social responsibility. The Policy and its related procedures set goals and measure results for each HNI company in alignment with the furniture sustainability standard.

The Manufacture for the Environment (MfE) Procedure supports the Enterprise Sustainability Policy by establishing methods of monitoring and reducing environmental impacts associated with manufacturing. MfE procedures guide manufacturing sites toward maximizing achievements by measuring energy use, greenhouse gas emissions, and water use (and other aspects), and setting goals and plans for reductions. The MfE drives increasing use of renewable energy to move toward energy independence.

The Design for the Environment (DfE) Procedure supports the Enterprise Sustainability Policy by guiding the design of new products in a holistic way that considers environmental impacts upfront in the process. Factors considered in the DfE design process include materials selection (encouraging recycled content, renewable materials, and certified wood), minimum packaging materials to protect the product but generate less waste, manufacturing impacts on energy and water, reduction of chemicals of concern, ease of disassembly for recycling, and end of product useful life fate.

HNI manufacturing locations, most of which are in the United States, follow HNI policies and procedures for environmental compliance, supplier code of conduct, ethics

HON

and labor relations. HNI requires adherence to the FTC guidelines on environmental marketing claims to prevent greenwash, and relies on third party certifications to prove its claims.

SUSTAINABILITY AND ENVIRONMENTAL CERTIFICATIONS
HNI makes it a priority to design products and implement processes that reduce our collective impact on the environment. We adhere 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
Most of HNI's products are level 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

Indoor Advantage Certification
HNI 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 methods for "low emitting materials: systems furniture and seating." The requirements meet the Leadership in Energy and Environmental Design (LEED) for Commercial Interiors credit EQ 4.5, Option 3. Our products are Indoor Advantage Gold or IA Gold certified by SCS Global Services, a third party certifying organization.

ISO 14001Certification
HNI companies' environmental and safety management systems (ESMS) are aligned with ISO 14001, internally audited, and use the 14001 "plan, do, check, act" model, but are 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).

Rapid Continuous Improvement
Over the course of nearly 25 years, HNI has built a foundation of Rapid Continuous Improvement (RCI) to support every member in our organization making improvements in their area of the business.

HNI takes pride in improving the way we do business and removing waste from the entire value chain. New ideas are encouraged each and every day to improve how we work. We have built a certification program around our long-term vision of continuous improvement to gauge our current capabilities and identify our gaps to further augment our continuous improvement needs. This program engages every member in the company to make change, improve their daily business, and enhance their problem solving skills.

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.

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

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.

HON has developed several tools our dealers can utilize to ensure eligible TCPN users receive accurate pricing, including the following:

- **Smart Quote -** Smart Quote is our online pricing tool made available to our TCPN dealers. Smart Quote provides exact net pricing for eligible TCPN products, based upon order size, discounts, and list prices approved on the TCPN contract. Smart Quote allows TCPN dealers the ability to create quick and accurate price quotes for TCPN customers. The Smart Quote tool ensures our dealers can provide agencies with accurate contract pricing and reduces the need for agencies to issue pricing modifications.
- **Contract Summary Document** - Our contract summary document provides our dealers with an overview of the TCPN pricing and terms and conditions requirements, including how to sign up eligible TCPN customers, products approved under our TCPN contract, list pricer in effect, pricing for approved services, product discounts, and ordering instructions.
- **TCPN Catalog** - Our TCPN marketing catalog showcases our approved products at TCPN net pricing. We offer this catalog to our nationwide network of TCPN dealers and TCPN customers as a printed catalog or in an electronic format. TCPN customers can utilize this catalog to confirm TCPN net pricing

5. What payment methods do you accept?
   A. Check/Credit Card B. EFT/ACH/Wire

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

Payments via EFT/ACH should be directed to the following bank information:

Depository Financial Institution: Bank of America
Routing Number: 111000012
Account Number: 37562-76567
Account Name: The HON Company

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

Routing Number: 026009593
Account Number: 37562-76567
Account Name: The HON Company

For payments by Credit Card, please contact our HON Government Customer Support Team at 800-466-8694.

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.

   At HON, we take pride in being HON Ready in everything we do, especially in the case of an emergency. We make our best effort to meet the requested dates of our customers within our standard lead times for the products being rush ordered. There is a non-discountable 3.5% list up-charge if a date earlier than our standard lead times is required. If the emergency or rush delivery is a result of a dealer error or The HON Company's error such as shortage, damage, etc., The HON Company will make every effort to expedite the product at no cost to the TCPN member.

   When you work with HON, you work with specialists in all areas, including customer support, order management, and production scheduling. These individuals form a tightly integrated team to ensure everything possible is done so that you receive your complete order on time. The HON team will leverage our multiple production facilities across the United States and extensive distribution network to provide the best possible outcome for each emergency order.

3. Please provide your company's average fill rate over the last three fiscal years.
   1) 2012- 99% 2) 2013-99.1% 3) 2014- 98.5%

   The HON Company is on target in 2014 to meet or exceed our 2013 fill rate. The HON Company is dedicated to complete and on-time delivery and offering the most reliable delivery experience in the industry.

4. Please provide your company's average on time delivery rate over the last fiscal year.

The HON Company has a strong history of meeting shipping and delivery timelines. Over the past fiscal year, we have successfully met over 96% of scheduled customer delivery dates. This calculation is measured to the "minute", and we do not allow any grace period.

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.

The HON Company agrees to the above requirement. Please note the following: All products shall ship F.O.B. destination, prepaid, within the contiguous United States (48 adjoining states). For shipments outside of the contiguous United States, shipping terms shall be F.O.B. destination, prepaid, to the closest port of embarkation. Additional charges for freight from the port of embarkation to the customer's location shall be negotiated by the authorized dealer and the end customer.

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

HON's dealer network works closely with customers to ensure product needs are clearly identified and that the product selections meet these needs. Therefore, the need to return is minimal. In the event a return is being considered, the dealer will assist the customer in this process.

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

HON products are backed by the industry-leading HON Full Lifetime Warranty. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON will replace any product that can't be repaired with comparable product, or refund the purchase price. The complete terms of the warranty are available at hon.com/warranty and are included in Section F. 24.

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

The HON Company is dedicated to complete and on-time delivery and offering the most reliable delivery experience in the industry. The HON Company has a strong history of meeting shipping and delivery timelines. Our on-time delivery rate in meeting customer's

delivery date for the last fiscal year is 96%+. This calculation is measured to the "minute" and we do not allow any grace period.

8. Will you 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?

    Eligible agencies can place orders with either one of our nationwide network of TCPN dealers or directly with HON. Invoicing occurs at time of shipment and is managed by HON's Credit Department, or a HON TCPN Dealer depending on the preference of the eligible agency. Agencies currently receive invoices and statements via e-mail, or fax; however, HON is working toward a transition that would provide emerging options (i.e. portal access for receipt and payments).

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

12. Did you provide your Dunn & 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?

The HON Company is a trusted leader and the most recognized name in the office furniture industry. Our name is synonymous with quality, reliability and value. The power of HON is built from trusted relationships, solutions, performance, and culture.

Trusted Relationships | Commitment to our Partners

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

- 2013 Industry of the Year award for HON's Cedartown, GA manufacturing facility
- Buildings magazine, Grand Prize Product Innovations Award, 2012 and 2011
- Fortune magazine's list of America's Most Admired Companies in the furniture industry
- Forbes magazine's list of the 400 Best Big Companies in America
- Industry Week magazine's 50 best manufacturing companies and 10 best manufacturing facilities in North America
- U.S. Green Building Council (USGBC) LEED®-CI Silver certification for its corporate headquarters

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

Trusted Performance | Proven Capabilities
At HON, we understand that having great products isn't enough. That's why we hold our service capabilities to such a high standard. We have a team in place to listen and understand our government end users' specifications and create the very best solution for them to be successful in their procurement processes. This team is empowered to serve and understands the value of great customer service.

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

Trusted Culture | Innovation
For more than half a century, our core values of honesty, integrity, fairness and respect have been foundational to our enduring relationships. Our culture of continuous improvement drives us to reinvent all aspects of our business. Every member takes personal ownership in their contribution because they are all member-owners of the company.

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

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

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

Chairs/Seating: The HON Company's complete seating assortment boasts more than 40 product collections offering the following styles — conference, executive, guest, individual, intensive use, lobby, lounge, multi-shift, nesting, public space, specialty, stacking, stools, student, task, teacher, team, training and work chairs. HON's extensive selection ensures there is a solution to meet every workplace seating need.

Classroom: Our dedication to understanding 21st century learning environments established The HON Company as an industry leader in the education market. By continuing to listen to educators, we are able to respond with the solutions they need. We have products to support both students' and educators' needs in the classroom. Our furniture is able to support both collaborative learning and formal learning while fitting the needs of evolving technology.

Desks: More than a work surface, well-designed desks provide the functional and aesthetic center of any working or classroom environment. HON offers more than 15 desk collections and can adapt to any work style or configuration – private or open, individual or teaming. Product styles include executive, lobby, lounge, managerial, professional, student, and teacher desks. Desk collections also include coordinating storage solutions to create the perfect layout for any space.

Storage: The right mix of shared and personal storage can keep any government, non-profit or public sector customer better organized. HON offers 15 storage and filing collections with durable solutions that integrate effortlessly with desks and workstations, while meeting all of your active, anticipated, and archival storage needs. Products include bookcases, file centers, fire-resistant files, lateral files, pedestals, shelf files, storage cabinets and towers, and vertical files.

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

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

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

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).

Following is contact information for five TCPN members with whom The HON Company has had past experience:

City of Suffolk
441 Market Street
Suffolk, VA 23434

Contact: Gerry Jones
Director of Capital Programs
757-514-4032
gjones@suffolkva.us

Prince William County Public Schools
14715 Bristow Road
Manassas, VA 20112
Contact: Sherry Jones
Buyer
703-791-8096
JONESS@pwcs.edu

Loudoun County Public Schools
21000 Education Court, Ste 103
Mclean, VA 20148
Contact: Dawn Taylor
Purchasing Coordinator
571-252-1428
Dawn.Taylor@lcps.org

Missouri State University
901 South National Avenue
Springfield, MO 65897
Contact: Michael Wills, M.B.A., M.S.
Director of Procurement Services
Risk Management/Services
Phone: 417-836-7635
Email: MikeWills@missouristate.edu

Amarillo ISD
7200 I-40 West
Amarillo, TX 79106
Contact: Gary Elliott
Director of Purchasing
806-326-1171
gary.elliott@amaisd.org

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?

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

We have an experienced and dedicated cross-functional Government team that includes sales, service, marketing, finance, technology, and contract management. We are member-owners and are empowered to serve, which means our government customers receive professional, dedicated and expert service that is customized to meet their needs.
Our dedicated Government Customer Support team has a solid foundation of government order knowledge and is available to both our Government end customers and dealers. Customer Support Project Coordinators are assigned to larger orders to assist our dealer partners throughout the life of a project. Our nationwide network of dealers works directly with The HON Company and our end customers to manage an order from time of quote until delivery, inspection and acceptance.

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

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

8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per APPENDIX F, Question 16? [X] 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 K-12, Higher Education, and City/County/non-profits, entities as per APPENDIX F? [X] Yes [ ] No

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

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

Value Add (10 Points)

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

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

Evaluation Process
Performance Capability

14. Offeror's safety record

The HON Company is a wholly owned subsidiary of the HNI Corporation which is a Fortune 1,000 company. The Corporation has had various kinds of non-material breaches of safety, health, and environmental standards that have arisen in the ordinary course of business. It is the Corporation's opinion that liabilities, if any, resulting from these matters are not expected to have a material adverse effect on the Corporation's financial condition or environmental performance.

15. Instructional materials

The HON Company has many processes in place to ensure that all of our products are installed and perform to the quality expected. The process begins with training our TCPN dealers and installers on HON product installation. Through the HON University training program, we offer online training courses and information that can be accessed 24/7. Many of our products also have installation videos online that walk through the installation process hosted by our Field Service Techs. All HON products include easy-to-understand installation instructions to assist our dealer's installation teams.

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.

Appendix B:

PRODUCT / SERVICES SPECIFICATIONS

In response to this RFP, The HON Company is offering our entire catalog of HON and basyx branded products. Our products can be classified in 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 I: Related Products and Support Services
- Category K: Seating / Chairs
- Category L: Tables/Meeting Conference Room
- Category M: Technology Support Furniture
- Category N: Workstation

All available HON and basyx branded products are outlined within our HON List Pricer; an electronic copy has been included on the CD enclosed within our bid response. A listing of our available product series has also been included within Appendix C.

In addition to the above products, The HON Company is also offering the following services in response to this RFP: installation, design, project management, reconfiguration, and storage.

Appendix F:

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

Please see the following list of references:

K-12
Citrus County School Board (FL)
Tammy Wilson - Supervisor of Accounting & Internal Accounts
1007 West Main Street
Inverness, Florida 34450
352-726-1931
2 Years
$300K
Furniture procurement and installation

Davis (UT)
Joan Tuttle – Purchasing Officer
Building G-4
PO Box 160440, Freeport West
Clearfield, UT 84016-0440
801-402-7805
jtuttle@dsdmail.net
3 Years
$1.5M
Furniture procurement and installation

Glendale (CA)
Gilda Keshishyan – Purchasing Agent
223 N. Jackson Street, Room 305
Glendale, CA 91206
818-241-3111 ext 477
gkeshishyan@gusd.netEntity
3 Years

$1.5M
Furniture procurement and installation

Higher Education
University of Oklahoma
Craig Sisco – Purchasing Manager
2750 Venture Drive
Norman, OK 73069-8779
405-325-5261
craig-sisco@ouhsc.edu
10 Years
$1.9M
Furniture procurement and installation

University of Texas Dallas
Paul Watson – Purchasing Officer
800 West Campbell Rd AD34
Richardardson, TX 75080-3021
972-883-2307
pwatson@utdallas.edu
2 years
$500K
Furniture procurement, punch-out, and installation

Texas Tech University
Jennifer Adling – Managing Director
Box 41094
Lubbock, TX 79409-1094
806-742-3841
5 years
Furniture procurement and installation
$2.1M

County
Fairfax (VA)
Viola Laird – Purchasing and Supply Management
12000 Government Center Parkway Suite 427
Fairfax, VA 22035
703-324-3212
viola.laird@fairfaxcounty.gov
9 months direct (5 years through distribution partner)
$1.5M
Furniture procurement and installation

Collin County (TX)
Michalyn Rains - Purchasing Agent
2300 Bloomdale Rd., Suite 3160
McKinney, TX 75071
972-548-4165
5 years
$2.1M

Furniture procurement and installation

City
City of Suffolk (VA)
Gerry Jones - Capital Programs Management
441 Market Street
Suffolk, Va 23439
757-514-7520
1 year
Furniture procurement and installation
$1.253M

Non-Profit
United Way (El Paso)
Deborah Zuloaga – CEO
100 North Stanton Street, Suite 500
El Paso, TX 79901
915-533-2434
1 year
Furniture procurement and installation
$250K

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.

TCPN Solicitation 14-22
December 10, 2014

Appendix C:

Warranty Information:

The HON Company's published warranties are included in our pricing offered to TCPN. Please see below for a copy of our HON Lifetime Warranty and our basyx by HON Warranty.

HON FULL LIFETIME WARRANTY

YOUR HON FULL LIFETIME WARRANTY
Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us.

The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product.

In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON promises to repair it. If we are unable to repair it, we will replace it with comparable product or, if you prefer, we will refund your purchase price.

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?
Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2011. All HON product lines, materials, and components are covered by your HON Full Lifetime Warranty except for the items described below.

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

HON'S FULL 12-YEAR WARRANTY
- Electrical components (lamps and ballasts are not covered)
- Seating ilira®-stretch
- Laminate surfaces
- Seating controls
- Signal seating upholstery fabric
- Accessories
- Wood seating
- Veneer surfaces

HON'S FULL 5-YEAR WARRANTY
- Panel and seating textiles

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

IS ANYTHING NOT COVERED?
There are a few exclusions to the HON Full Lifetime Warranty and to the 12 and 5-year warranties. These exclusions are:
- All basyx® by HON products (these products are covered under a separate basyx® by HON warranty).
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of a user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which is to be expected over the course of ownership.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

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

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

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

basyx by HON® LIMITED 5-YEAR WARRANTY

The HON Company promises to repair or replace any *basyx* by HON product or component that is found to be defective in material or workmanship within five (5) years from the date of original purchase so long as you, the original purchaser, still owns it. This is your sole and exclusive remedy. This warranty is subject to the provisions below. It applies to product manufactured after January 1, 2013.

Limitations:

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

Exclusions:

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

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

Seating Usage

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

A word about color variations, fabrics and finishes:

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

Customer's Own Material (COM)

Not available on *basyx* by HON product.

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

Notice to purchasers for home or personal use:

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

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

To obtain service under this warranty:

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

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

HON FULL LIFETIME WARRANTY

YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us.

The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product.

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

HON'S FULL 12-YEAR WARRANTY

- Electrical components (lamps and ballasts are not covered)
- Seating ilira®-stretch
- Laminate surfaces
- Seating controls
- Signal seating upholstery fabric
- Accessories
- Wood seating
- Veneer surfaces

HON'S FULL 5-YEAR WARRANTY

- Panel and seating textiles

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

IS ANYTHING NOT COVERED?
There are a few exclusions to the HON Full Lifetime Warranty and to the 12 and 5-year warranties. These exclusions are:

- All basyx® by HON products (these products are covered under a separate basyx® by HON warranty).
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of a user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which is to be expected over the course of ownership.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

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

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

basyx by HON® LIMITED 5-YEAR WARRANTY

The HON Company promises to repair or replace any *basyx* by HON product or component that is found to be defective in material or workmanship within five (5) years from the date of original purchase so long as you, the original purchaser, still owns it. This is your sole and exclusive remedy. This warranty is subject to the provisions below. It applies to product manufactured after January 1, 2013.

Limitations:

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

Exclusions:

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

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

Seating Usage

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

A word about color variations, fabrics and finishes:

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

Customer's Own Material (COM)

Not available on *basyx* by HON product.

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

Notice to purchasers for home or personal use:

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

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

To obtain service under this warranty:

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

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

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.

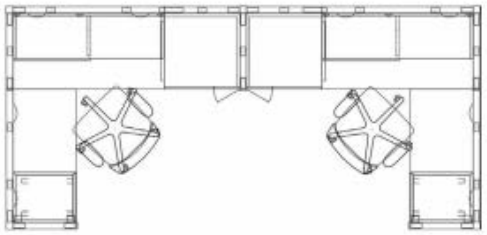
HON Integrated Design Solutions

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

Services Available

Plan & Specify

The IDS team assists our dealers in creating professional design packages that include CAD furniture plans (AutoCAD or GIZA), 3-4 line drawings and a complete Bill of Materials/parts lists. These provide our customers a complete overview of their furniture projects.



Plan & Specify

Audit

Auditing services are also available through our IDS team to help provide you with peace of mind, knowing that your drawings and parts lists are complete and accurate. A HON Interior Designer will verify quantities, product compatibility and structural integrity.

Value Engineering

To help our customers optimize their furniture layouts with cost saving product suggestions, our IDS teams provide value engineering options and suggestions.

Rendering

Rendering

To help our customer's visualize their furniture complete with fabrics and finishes, the IDS team will provide realistic renderings. These help customers see what their furniture installation will look like, even before it's ordered.

Tailored Solutions

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

Special Laminates
Special laminates include requests for laminates not available as part of HON's standard offering.

Dual Fabric Applications
A dual fabric application request when a product is to be produced with more than two fabrics (e.g., fabric on the seat is different than the fabric on the back for a chair).

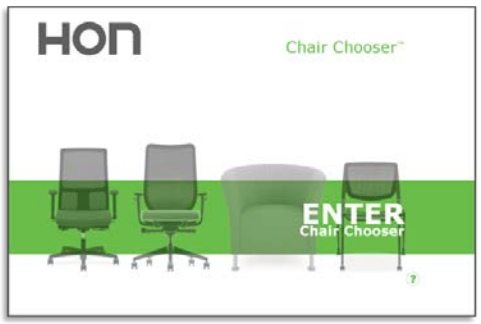
Special Paints
If the product solution a TCPN member is looking for includes a competitor's paint color, the Tailored Solutions team would be able to assist with trying to accommodate this request.

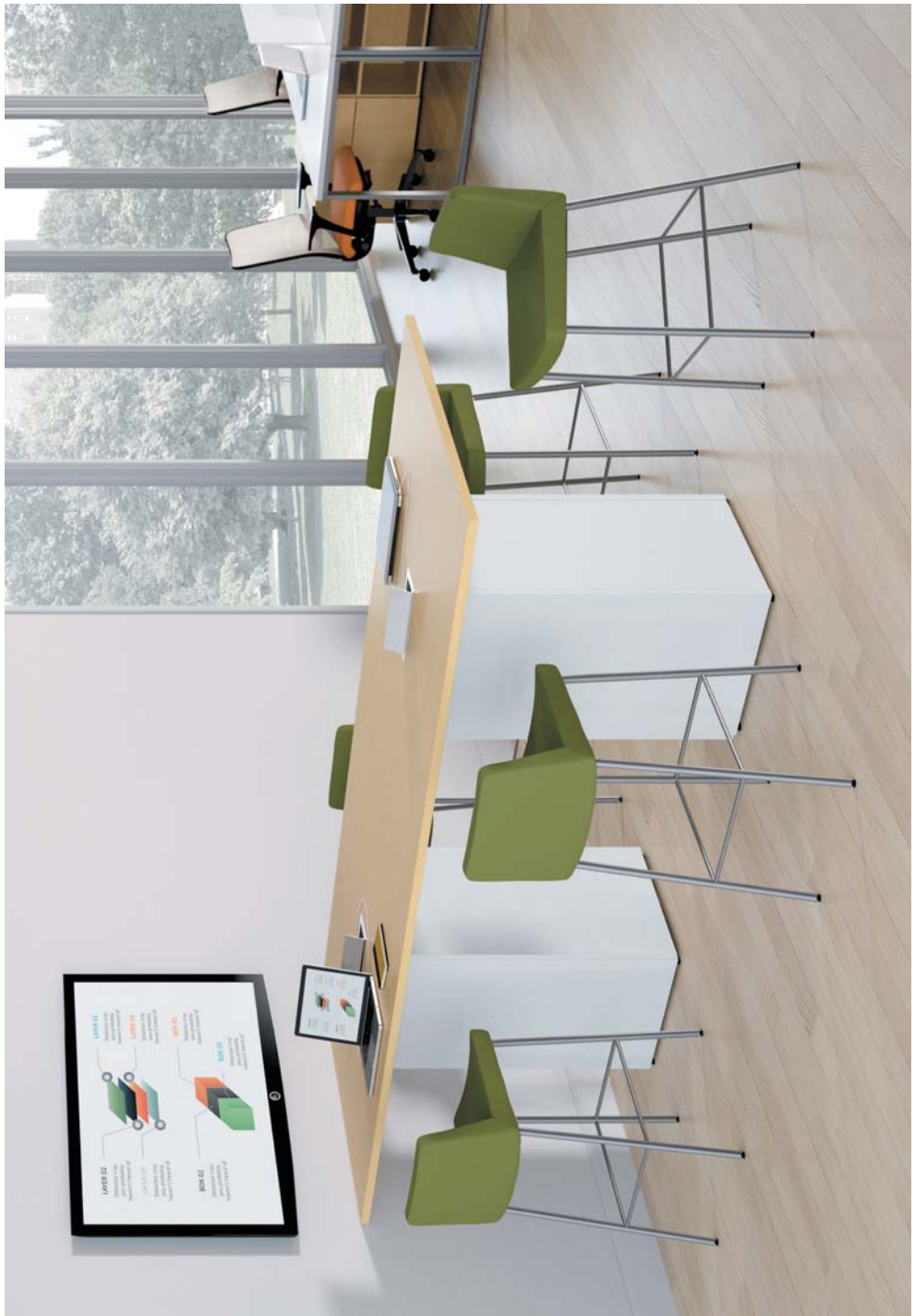
TCPN Dedicated Webpage

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

HON Chair Chooser Tool

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





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.

DOC #1

Clean Air and Water Act

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

Potential Vendor: The HON Company LLC

Title of Authorized Representative: Vice President, Finance, The HON Company LLC

Mailing Address: 200 Oak Street, Muscatine, IA 52761

Signature:

DOC #2

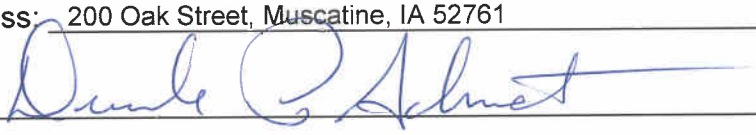
Debarment Notice

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

Potential Vendor: The HON Company LLC

Title of Authorized Representative: Vice President, Finance, The HON Company LLC

Mailing Address: 200 Oak Street, Muscatine, IA 52761

Signature: 

DOC #3

LOBBYING CERTIFICATION

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

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Respondent

12/4/14
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

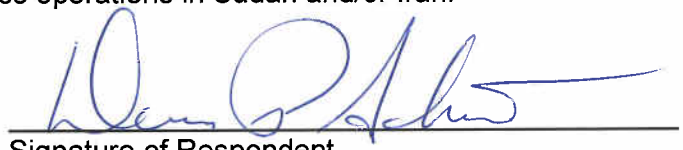
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons 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 The HON Company LLC

Address 200 Oak Street

Muscatine, IA 52761

Phone 800-466-8694

Fax 800-833-3902

Offeror _____
Signature

Derek Schmidt
Printed Name

Vice President, Finance, The HON Company LLC
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: The HON Company LLC

Street: 200 Oak Street

City, State, Zip Code: Muscatine, IA 52761

Complete as appropriate:

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

OR:

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

OR:

I Florence E. Pedersen *, an authorized representative of* HNI Holdings Inc. *, 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
HNI Corporation	408 East Second Street, Muscatine, IA 52761	100% (HNI Holdings Inc.)
State Farm Insurance Companies	One State Farm Plaza, Bloomington, IL 61710	16.5% (of HNI Corporation)

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

11/7/2014
Date

Florence E. Pedersen, Assistant Secretary
Authorized Signature and Title

DOC #7

NON-COLLUSION AFFIDAVIT

Company Name: The HON Company LLC

Street: 200 Oak Street

City, State, Zip Code: Muscatine, IA 52761

State of New Jersey

County of Muscatine

I, Derek Schmidt *(Name)* *of the* City of Muscatine *(City)*

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

I am the Vice President, Finance *(Title)* *of the firm of* The HON Company LLC *(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 Participating Members *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

The HON Company LLC
Company Name

Authorized Signature & Title
Vice President, Finance, The HON Company LLC

Subscribed and sworn before me

this 4th day of December, 2014

Christine McCormick

Notary Public of Iowa

My commission expires March 20, 2015

SEAL

NOTARIAL SEAL IOWA
CHRISTINE D McCORMICK
Commission Number 772228
My Commission Expires
March 20, 2015

DOC #8

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

Company Name: The HON Company LLC

Street: 200 Oak Street

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 X

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

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

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

B. Approved Federal or New Jersey Plan – certificate enclosed X

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

Authorized Signature and Title
Vice President, Finance, The HON Company LLC

State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

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

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

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

Enclosure(s) (AA-01 Rev. 11/11)

Certification
48195

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2012 to 15-MAR-2015

THE HON COMPANY
200 OAK STREET
MUSCATINE IA 52761

Andrew P. Sidamon-Eristoff
State Treasurer

State of New Jersey
Department of Labor and Workforce Development

LWD Home
- Employer Accounts
- Employer Handbook
- Family Leave Insurance
- Individuals with Disabilities
- Labor Market Information
- Safety & Health
- Social Security Disability Programs
- Temporary Disability
- Unemployment Insurance
- Wage & Hour
- Workers' Compensation
- Workforce Development

Registered Public Works Contractors

Wage & Hour | Default View Printer Friendly | Store Query

Show Search Criteria

Results

Registered Contractors

Download

Contractor/Subcontractor Name	Address Line 1	Address Line 2	City	County	State	Zip	Registration Date	Expiration Date	Certificate No.
The HON Company, LLC	200 Oak Street		Muscatine	Muscatine	IA	52761	03/25/2014	03/24/2016	654222

New Search

The New Jersey Department of Labor and Workforce Development is an equal employment opportunity employer and provides equal opportunity programs.
Auxiliary aids and services are available upon request to assist individuals with disabilities.

Copyright © State of New Jersey
Department of Labor and Workforce Development: 1 John Fitch Plaza, P.O. Box 110 Trenton, NJ 08625-0110
Email: Constituent.Relations@dol.state.nj.us

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

_____

Signature of Procurement Agent

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/lfns/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."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

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

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

Signature	Printed Name	Title
	Derek Schmidt	Vice President, Finance, The HON Company LLC

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			$

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

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

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

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

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 Holdings Inc. Home Address: 408 E 2nd Street Muscatine, IA 52761 (100% ownership interest)	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 4th day of December, 2014

(Notary Public) Christine McCormick

My Commission expires: March 20, 2015

(Affiant)

Derek Schmidt
Vice President, Finance
(Print name & title of affiant)

The HON Company LLC
(Corporate Seal)

THIS COMPANY HAS NO SEAL

NOTARIAL SEAL IOWA
CHRISTINE D McCORMICK
Commission Number 772228
My Commission Expires
March 20, 2015

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

Authorized Signature & Title
Vice President, Finance, The HON Company LLC